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THE STATE BAR COURT

HEARING DEPARTMENT - LOS ANGELES

In the Matter of	) Case Nos. 02-O-13107, 02-O-13108,
	) 02-O-13416
DAMIAN S. TREVOR,	)
No. 211256.	)
	) NOTICE OF DISCIPLINARY
ALLAN CHARLES HENDRICKSON	) CHARGES
No. 216043	)
	) [Rules 481 and 482, Rules of Procedure]
SHANE CHANG HAN	)
No. 219961	)
	)
A Member of the State Bar.	)

NOTICE - FAILURE TO RESPOND!

IF YOU FAIL TO FILE AN ANSWER TO THIS NOTICE WITHIN THE TIME ALLOWED BY STATE BAR RULES, INCLUDING EXTENSIONS, OR IF YOU FAIL TO APPEAR AT THE STATE BAR COURT TRIAL, (1) YOUR DEFAULT SHALL BE ENTERED, (2) YOU SHALL BE ENROLLED AS AN INACTIVE MEMBER OF THE STATE BAR AND WILL NOT BE PERMITTED TO PRACTICE LAW UNLESS THE DEFAULT IS SET ASIDE ON MOTION TIMELY MADE UNDER THE RULES OF PROCEDURE OF THE STATE BAR, (3) YOU SHALL NOT BE PERMITTED TO PARTICIPATE FURTHER IN THESE PROCEEDINGS UNLESS YOUR DEFAULT IS SET ASIDE, AND (4) YOU SHALL BE SUBJECT TO ADDITIONAL DISCIPLINE.

STATE BAR RULES REQUIRE YOU TO FILE YOUR WRITTEN RESPONSE TO THIS NOTICE WITHIN TWENTY DAYS AFTER SERVICE.

IF YOUR DEFAULT IS ENTERED AND THE DISCIPLINE IMPOSED BY THE SUPREME COURT IN THIS PROCEEDING INCLUDES A PERIOD OF ACTUAL SUSPENSION, YOU WILL REMAIN SUSPENDED FROM THE PRACTICE OF LAW FOR AT LEAST THE PERIOD OF TIME SPECIFIED BY THE SUPREME COURT. IN ADDITION, THE ACTUAL SUSPENSION WILL CONTINUE UNTIL YOU HAVE REQUESTED, AND THE STATE BAR COURT HAS GRANTED, A MOTION FOR TERMINATION OF THE ACTUAL SUSPENSION. AS A CONDITION FOR TERMINATING THE ACTUAL SUSPENSION, THE STATE BAR COURT MAY PLACE YOU ON PROBATION AND

REQUIRE YOU TO COMPLY WITH SUCH CONDITIONS OF PROBATION AS THE STATE BAR COURT DEEMS APPROPRIATE. SEE RULE 205, RULES OF PROCEDURE FOR STATE BAR COURT PROCEEDINGS.

The State Bar of California alleges:

JURISDICTION

1. Damian S. Trevor ("Respondent Trevor") was admitted to the practice of law in the State of California on December 5, 2000, was a member at all times pertinent to these charges, and is currently a member of the State Bar of California.

2. Allan Charles Hendrickson ("Respondent Hendrickson") was admitted to the practice of law in the State of California on November 28, 2001, was a member at all times pertinent to these charges, and is currently a member of the State Bar of California.

3. Shane Chang Han ("Respondent Han") was admitted to the practice of law in the State of California on June 3, 2002, was a member at all times pertinent to these charges, and is currently a member of the State Bar of California.

4. Pursuant to rule 481 of the Rules of Procedure of the State Bar of California, all proceeding counts refer to factual allegations in the State Bar's Application for Involuntary Inactive Enrollment, which was filed on or about March 13, 2003, pursuant to Business and Professions Code section 6007(c), with the exception of the allegations contained in Count Three, below.

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COUNT ONE

Case No. 02-O-13416
Business and Professions Code, section and 6068(a)
[Unlawful Practice of Law and Failure to Comply With Laws]

5. Respondent Han wilfully violated Business and Professions Code, section 6068(a), by advertising or holding himself out as practicing or entitled to practice law when he was not an active member of the State Bar of California in violation of Business and Professions Code, sections 6125 and 6126, as follows:

6. At no time prior to June 3, 2002, was Respondent Han a member of the State Bar of California or licensed to practice law in California.

7. In or about 1996, Respondents Han and Hendrickson met and befriended fellow law school mate Ron Kort ("Kort"). Respondents Han, Hendrickson and Kort have been close friends since that time.

8. Since 1998, Respondents Han, Hendrickson and Kort have developed and maintained business relationships regarding various businesses, including but not limited to Audioguard LLC, American Mediation Association and Masuri, Inc.

9. In or about October 2000, Respondent Han agreed to form a California law firm together with attorneys Elham Azimy ("Azimy") and Reuben Nathan ("Nathan"). At that time, Respondent Han falsely told Azimy and Nathan that he was licensed to practice law in the states of California and Washington.

10. In or about November 2000, Respondent Han, Azimy and Nathan formed the Law Offices of Azimy, Han & Nathan.

11. From in or about November 2000, through on or about January 23, 2001, Respondent Han held himself out as attorney authorized to practice law in the state of California

with the Law Offices of Azimy, Han & Nathan. During that period of time, Respondent Han worked on approximately 20 cases as an attorney.

12. In or about January 2001, the Law Offices of Azimy, Han & Nathan agreed to provide legal assistance to a pro se plaintiff named James Witt. On or about January 21, 2001, Respondent Han, representing himself as a licensed California attorney, provided legal advice to Witt regarding preparation for trial in a pending lawsuit in Orange County Superior Court, case no. 788510, entitled *James Witt v. Terry Hamilton* ("the Witt case"). Respondent Han also filed a declaration in support of Witt's ex parte application for a continuance.

13. Thereafter, in or about January 2001, opposing counsel in the Witt case, William Loomis, notified Azimy and Nathan that Respondent Han was not a licensed California attorney.

14. In or about January 2001, Azimy and Nathan confronted Respondent Han about his status as a licensed California attorney. At that time, Respondent Han admitted that he was not licensed to practice in California. Immediately thereafter Azimy and Nathan terminated Respondent Han's employment as an attorney but maintained him as a paralegal.

15. In or about July 2001, Respondent Han continued to hold himself out as a licensed California attorney. At or about that time, Respondent Han and Kort met with business consultant Bill Dahl ("Dahl") in order to raise revenue for Audioguard LLC. Respondent Han told Dahl that he was an attorney practicing out of Norwalk, California. Respondent Han further told Dahl that he worked with two attorneys in Norwalk, California, but that the two attorneys did not know what they were doing. Respondent Han bragged to Dahl that he ran the Norwalk law office and that he represented clients both in and out of court. Thereafter, in or about September 2001, Respondent Han sent Dahl a resume which falsely listed Respondent Han as an attorney with the Law Offices of Nathan & Azimy, Norwalk, California.

16. In or about August 2001, Respondent Han continued to hold himself out as a licensed California attorney when he and Respondent Trevor formed a California limited liability company called NBM, LLC. On or about August 17, 2001, Respondents Han and Trevor filed Articles of Organization for NBM, LLC., which listed Respondent Trevor as the agent for service of process. Respondent Han executed the Articles of Organization for NBM, LLC., as "attorney-in-fact" with the law firm of Trevor & Associates.

17. At that time, Respondent Trevor knew Respondent Han was not a licensed attorney in the State of California.

18. In early 2002, unknown to Azimy and Nathan, Respondent Han began working with Respondent Hendrickson on legal matters.

19. In early 2002, Respondent Hendrickson joined Respondent Trevor working as an attorney for Trevor & Associates in Beverly Hills, California.

20. In or about early 2002, Respondent Han developed a "Game Plan" to file lawsuits pursuant to Business and Professions Code section 17200, commonly referred to as the Unfair Competition Law ("UCL"). The "Game Plan" provided for the filing against 100 automobile repair businesses in Orange County, which would "make for approximately 200-250 defendants."

21. Respondent Han contemplated filing articles of incorporation for the "plaintiff" and examining the "possible benefits of 'buying out' a currently existing corporation, for purposes of the appearance of longevity, and changing the name rather than incorporating." Respondent Han considered creating a separate "identity for both the Corporation and the Law Firm" and setting up a "schedule for what Law Firm should pay for and what Corp should pay for."

22. In or about March 2002, Azimy and Nathan discovered that Respondent Han was performing legal work for Respondent Hendrickson. At or about that time, Azimy and Nathan terminated Respondent Han's employment.

23. Thereafter, in or about March through April 2002, Respondents Han, Trevor and Hendrickson agreed to work together as "Trevor & Associates," with offices located at 468 N. Camden Drive, Beverly Hills, California. Sometime, thereafter, Respondents Han, Trevor and Hendrickson changed the name of "Trevor & Associates" to "the Trevor Law Group." For purposes of this Notice of Disciplinary Charges, Respondents Han, Trevor and Hendrickson shall be referred to as "the Trevor Law Group" or "Respondents."

24. At all relevant times, each Respondent acting on behalf of the Trevor Law Group did so with the knowledge, consent and/or authorization of the other Respondents.

25. In or about March through April 2002, Respondents decided to file lawsuits which joined hundreds and/or thousands of California businesses, pursuant to Business and Professions Code section 17200 et al., commonly referred to as the Unfair Competition Law ("UCL"). At or about that time, Respondents decided to file said lawsuits based on technical, regulatory violations posted by the Bureau of Automotive Repair ("Bureau") on the Bureau's official Internet website.

26. In or about March through April 2002, Respondents decided to create a plaintiff corporation which would be controlled by the Trevor Law Group but give the appearance of a separate, distinct entity. At all relevant times, Respondents intended to use said plaintiff corporation as a vehicle to pursue UCL litigation and, therefore, generate attorney fees and income.

27. On or about April 1, 2002, Respondents created Consumer Enforcement Watch Corporation ("CEW") and filed Articles of Incorporation with the California Secretary of State's office, which listed Kort as president and promoter of CEW. Respondents drafted all legal documents on behalf of CEW and referred to Kort as either "R. Jamal" or "Ron Jamal" on said documents. At all relevant times, Respondents referred to Kort as either "R. Jamal" or "Ron Jamal" in order to conceal the true relationship between CEW and the Trevor Law Group and give the appearance of CEW as a separate, distinct entity. At all relevant times, CEW was the alter ego of the Trevor Law Group and was controlled by the Trevor Law Group.

28. In the Articles of Incorporation, Respondents listed Respondent Hendrickson's wife, Mirit Strausman ("Strausman") as agent for service of process. Respondents intentionally provided a false service address for Strausman. Said service address was a private drop-box rented by Kort.

29. In or about March through April 2002, Respondent Trevor's girlfriend Summer Elizabeth, also known as Summer Elizabeth Engholm ("Engholm"), became corporate secretary for CEW. At no time did Engholm understand that CEW was a corporation or what her duties as a corporate secretary would be. At all relevant times, Respondent Trevor, on behalf of the Trevor Law Group, directed or instructed Engholm regarding her actions as corporate secretary for CEW.

30. Respondents prepared legal documents for Engholm to sign as corporate secretary for CEW. Respondents prepared said documents using the name "E. Engholm." At no time, did Engholm use the name "E. Engholm" or "Elizabeth Engholm."

31. At all times, Respondent Trevor, on behalf of the Trevor Law Group, directed Engholm to sign said legal documents. Upon his instruction, Engholm signed said documents without understanding the content or meaning of said documents.

32. In or about April 2002, Respondent Han, on behalf of the Trevor Law Group, executed a Notice of Issuance of Shares for CEW. Respondent signed the Notice of Issuance of Shares as an attorney and member of the State Bar of California.

33. On or about April 11, 2002, Respondents filed their first UCL lawsuit entitled *CEW v. 7 Days Tire et al*, Orange County Superior Court case no. 02CC005533 ("7 Days Tire Case"). Respondents filed the 7 Days Tire Case prior to the date of incorporation for CEW.

34. From in or about April 2002 through in or about December 2002, Respondents filed approximately 28 UCL lawsuits against thousands of California businesses. Such businesses included but were not limited to: auto repair shops, auto dealerships, restaurants and real estate lenders.

35. On or about April 30, 2003, Respondent Han, on behalf of the Trevor Law Group, represented himself as an attorney to opposing counsel in the 7 Days Tire Case, Karen Walter, and discussed legal matters.

36. At all relevant times prior to June 3, 2002, Respondents Trevor and Hendrickson knew Respondent Han was not a licensed California attorney. At all relevant times prior to June 3, 2002, Respondents Trevor and Hendrickson permitted and relied on Respondent Han to hold himself out as a licensed California attorney in connection with CEW and the UCL litigation.

37. By holding himself out as entitled to practice law in the State of California when he entered into the partnership with Nathan and Azimy in November 2000, by providing legal advice and preparing a declaration for Witt in January 2001, by incorporating NBM, LLC and by executing Articles of Organization for NBM, LLC in August 2001, by providing Dahl with a resume which falsely represented that Respondent Han was a California attorney in September 2001, by entering into a partnership with Respondents Hendrickson and Trevor in April 2002, and

by executing a Notice of Issuance of Shares for CEW stating he was a member of the State Bar of California, and by representing to opposing counsel Karen Walter in the UCL lawsuits that he was a licensed California attorney, Respondent Han wilfully practiced law and held himself out as practicing or entitled to practice law when he was not an active member of the State Bar of California.

COUNT TWO

Case Nos. 02-O-13107 and 02-O-13108
Rules of Professional Conduct, Rule 1-300(A)
[Aiding and Abetting the Unauthorized Practice of Law]

38. Respondents Trevor and Henrdickson wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

39. The allegations of paragraphs 6 through 36 are incorporated by reference.

40. At all relevant times prior to June 3, 2002, Respondents Trevor and Hendrickson knew Respondent Han was not licensed to practice law in California. At all relevant times prior to June 3, 2002, Respondents Trevor and Hendrickson relied on Respondent Han to either practice law or hold himself out as entitled to practice law.

41. By knowingly permitting Respondent Han to execute the Articles of Organization for NBM, LLC, as an attorney, Respondent Trevor wilfully aided and abetted a person in the unauthorized practice of law.

42. By forming the Trevor Law Group and practicing law in the State of California in or about April 2002, and by allowing Respondent Han to hold himself out as a licensed California attorney to Karen Walter, Respondents Trevor and Hendrickson wilfully aided Respondent Han in the unauthorized practice of law.

COUNT THREE

Case No. 02-O-13416
Business and Professions Code, section 6106
[Moral Turpitude-Failure to Update State Bar Membership Application]

43. Respondent Han wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

44. The allegations of paragraphs 6 through 36 are incorporated by reference.

45. On or about July 21, 2000, Respondent Han completed an Application for Determination of Moral Character ("Application") to be submitted to the Committee of Bar Examiners of the State of California Office of Admissions ("Committee").

46. From on or about July 21, 2000, through on or about June 3, 2002, Respondent Han's Application was pending before the Committee.

47. Pursuant to Rules Regulating the Admission to Practice Law in California, rule VI , section 7, Respondent Han had a continuing duty, while his Application was pending, to keep his Application current and to update his responses whenever there were additions or changes to information previously furnished to the Committee.

48. Because Respondent Han's Application had been pending for more than twelve months, he also had a duty to file a statement, made under penalty of perjury and during the month of his birth, which indicated whether there had been changes to the information in his Application.

49. At all times, Respondent Han knew he had the aforementioned duties to update his Application.

50. Respondent Han's month of birth is October, which required him to file said statement in or about October 2001.

51. In or about October or November 2000, Respondent Han formed a law partnership with Nathan and Azimy. Respondent Han continued working with Nathan and Azimy until in or about March 2002.

52. In or about November 2000, Respondent Han provided legal assistance to attorney Charles Nownejad in Los Angeles County Superior Court case no. BC 272494, entitled *Robert Sherman v. Geneva Dental North America Inc. et. al.*

53. Respondent Han failed to file said statement or otherwise indicate whether there had been changes to the information in his previously filed Application.

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54. Respondent Han failed to update his previously filed Application and inform the Committee that he had formed a law partnership with Azimy and Nathan in or about November, 2000, and continued working with Azimy and Nathan through on or about March 2002.

55. By failing to update his Application with the Committee and by failing to file a statement under penalty of perjury updating his employment history in or about October 2001, Respondent Han wilfully committed acts involving moral turpitude, dishonesty or corruption.

COUNT FOUR

Case Nos. 02-O-13107, 02-O-13108, 02-O-13416
Business and Professions Code, section 6106
[Acts of Moral Turpitude - Scheme to Defraud]

56. Respondents wilfully violated Business and Professions Code, section 6106, by committing multiple acts involving moral turpitude, dishonesty or corruption, as follows:

57. The allegations in paragraphs 6 through 36 and 40 are incorporated by reference.

58. Of the aforementioned 28 UCL lawsuits, Respondents filed approximately 24 of them on behalf of CEW, which named thousands of California businesses.

59. At all relevant times, Respondents pursued the UCL litigation in order to generate attorney fees and income for themselves. Respondents were not interested in obtaining injunctions, stopping alleged violations, monitoring businesses or investigating the allegations against the UCL defendants. At all relevant times, Respondents filed the aforementioned lawsuits

for a fraudulent purpose in that they intended to use the UCL law to collect money for themselves, but did not intend to confer any significant benefit to the general public.

60. At all relevant times, Respondents used Strausman as agent for service of process in order to give the appearance of legitimacy to CEW while maintaining control of CEW and the UCL litigation.

61. At all relevant times, Respondents used Engholm as corporate secretary for CEW in order to give the appearance of legitimacy to CEW while maintaining control of CEW and the UCL litigation.

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62. At all relevant times, Respondents used Kort as president for CEW in order to give the appearance of legitimacy to CEW while maintaining control of CEW. Respondents directed or instructed Kort in all matters relating to the aforementioned UCL litigation. At no time did Kort or CEW maintain copies of documents, records, logs or ledgers regarding the UCL litigation filed on behalf of CEW.

63. From in or about April 2002 through in or about December 2002, Respondents obtained settlement funds from UCL defendants on behalf of CEW.

64. From in or about May 2002 through in or about December 2002, Respondents entered into at least five separate contingent fee agreements with CEW relating to UCL litigation. Said fee agreements provided that fees would be paid out of any recoveries made in connection with UCL litigation, and/or any court awarded attorneys' fees, at a rate of either 90% to the Trevor Law Group and 10% to CEW or at a rate of 70% to the Trevor Law Group and 30% to CEW. Said fee agreements related to (1) the 7 Days Tire Case, (2) UCL litigation against the automobile advertisement industry, (3) UCL litigation against Brake Masters, in Sacramento County Superior Court, case no. 02AS04214, (4) UCL litigation against the real estate and mortgage advertising industry and (5) UCL litigation against the restaurant industry.

65. At all relevant times, Respondents created and entered into said fee agreements to give the appearance of legitimacy to CEW, as a separate and distinct entity from the Trevor Law Group.

66. At no time did Respondents disburse any portion of settlement funds to CEW or to the public.

67. At no time did Kort or CEW keep track of the number or amount of UCL settlements obtained by the Trevor Law Group on behalf of CEW. At no time did Kort or CEW maintain an accounting or financial records regarding the UCL litigation. At no time did Kort or CEW maintain copies of settlement agreements entered into by CEW.

68. In or about June or July 2002, Engholm began working for the Trevor Law Group as an accountant and bookkeeper, while still acting as corporate secretary for CEW.

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69. At no time did Engholm have experience as an accountant or bookkeeper. At all times, Respondent Trevor, on behalf of the Trevor Law Group, instructed or directed Engholm in managing UCL settlement funds and reconciling the Trevor Law Group's bank accounts.

70. At all relevant times, Respondents used Engholm as bookkeeper and accountant of Trevor Law Group in order to maintain control over UCL settlement funds and other monies relating to the UCL litigation.

71. By conspiring to create and creating CEW as a shell corporation which was the alter ego of the Trevor Law Group to defraud the public by giving the appearance of a separate, distinct "plaintiff" entity for the purpose of generating income for the Trevor Law Group, by using Kort, Strausman and Engholm to be agents and/or employees of CEW in order to maintain complete control over CEW and to advance their scheme to defraud, by providing a false service address for Strausman as agent for service of process in the Articles of Incorporation, and by using Kort, Strausman and Engholm to give the appearance of legitimacy to CEW, Respondents wilfully committed multiple acts involving moral turpitude, dishonesty or corruption.

COUNT FIVE

Case Nos. 02-O-13017, 02-O-13108, 02-O-13416
Business and Professions Code, section 6068(g)
[Encouraging Actions From Corrupt Motive of Passion or Interest]

72. Respondents wilfully violated Business and Professions Code, section 6068(g), by encouraging either the commencement or the continuance of actions or proceedings from any corrupt motive of passion or interest, as follows:

73. The allegations in paragraphs 58 through 70 are incorporated by reference.

74. At no time did Respondents pursue the aforementioned UCL litigation on behalf of an identified victim or victims. The UCL litigation was based entirely on technical, regulatory violations, listed on Internet websites, including but not limited to those maintained by the Bureau and the Los Angeles County Department of Health Services ("DHS").

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75. Pursuant to California Code of Civil Procedure ("CCP") section 1021.5, the courts may award attorney's fees and costs to those acting in the capacity of a "private attorney general" under the UCL, if the following standards are met: (a) a significant benefit conferred on the general public, or a large class of persons; (b) a necessity and financial burden of private enforcement are such as to make the award appropriate; and (c) such fees should not in the interest of justice be paid out of the recovery.

76. At no time did the aforementioned UCL litigation confer a significant benefit to the general public or a large class of persons. At no time did Respondents provide restitution to the public, monitor UCL defendants or investigate allegations against UCL defendants.

77. The Respondents failed to obtain court-ordered injunctions against most UCL defendants.

78. At all relevant times, Respondents pursued the UCL litigation in order to generate attorney fees and income for themselves. Respondents were not interested in obtaining

injunctions, stopping alleged violations, monitoring businesses or investigating the allegations against the UCL defendants.

79. Respondents encouraged the commencement and/or continuance of actions against hundreds and/or thousands of UCL defendants from a corrupt motive of passion or interest, including but not limited to the following examples:

A. In or about April 2002, Respondents obtained $2,000 from UCL defendant Bestrans as settlement in the 7 Days Tire Case. Approximately one month later, Respondents sent Bestrans a confidential settlement package to sign. Clifford McKay ("McKay") and Mike Flores ("Flores"), owners of Bestrans, refused to sign the settlement package, in part because it required an injunctive period to which they never agreed. Thereafter, Respondent Trevor, acting on behalf of the Trevor Law Group, informed McKay and Flores that they could delete any contested language in the settlement package. At no time did McKay or Flores sign the settlement package. At no time did Respondents follow up, seek an injunction against Bestrans or monitor Bestrans for compliance with Bureau regulations.

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B. In or about April 2002, Respondents filed and pursued litigation against Nino Auto Service in the 7 Days Tire Case. At all relevant times, Nino Auto Service maintained a valid Bureau license and had no history of discipline or complaints with the Bureau. Nevertheless, the Trevor Law Group demanded $2,500 as settlement and refused to dismiss the lawsuit against Nino Auto Service.

C. In or about April 2002, Jennifer Ng ("Ng") telephoned the Trevor Law Group on behalf of Autotronix, a defendant in the 7 Days Tire Case. At or about that time, Ng informed the Trevor Law Group that Autotronix was not an automotive repair business and, therefore, the lawsuit was wrongly filed against Autotronix. The Trevor Law Group refused to dismiss Autotronix from the 7 Days Tire Case or investigate the allegations.

D. In or about May 2002, Machiavelli Chao ("Chao") negotiated a settlement in the 7 Days Tire Case on behalf of his client H.B. Ming's Auto. Respondent Trevor, on behalf of the Trevor Law Group, agreed to a $2,500 settlement with a 90-Day injunctive period. After entering into a stipulation with Chao, Respondent Trevor filed a false stipulation and entry for judgment against H.B. Ming's Auto, which contained different terms and language then the stipulation agreed to by Chao. Respondents' false stipulation and entry for judgment reflected, among other things, a four-year injunctive period, which Chao had specifically rejected. In or about November 2002, after Chao learned of the false stipulation and entry for judgment, Respondent Trevor promised Chao that he would correct the problem. Respondents never corrected the false stipulation and entry for judgment.

E. In or about July 2002, Respondents instructed someone from their office staff to contact A&A Auto Center. At or about that time, a representative from the Trevor Law Group spoke with Ahmad Ghanavatzadeh ("Ghanavatzadeh") and demanded $2,500 as settlement in the 7 Days Tire Case. The representative, with the knowledge and permission of Respondents, told Ghanavatzadeh that he could get out of the lawsuit if he convinced other UCL defendants to settle their lawsuits with the Trevor Law Group.

F. In or about September 2002, Respondents distributed a settlement demand letter on red paper, informing UCL defendants that they did not have to agree to any injunction and could settle the UCL litigation by paying $2,500 and signing a confidential settlement package.

G. In or about September through October 2002, Steven Adelman, attorney for UCL defendant Westwood Tire & Wheel, Inc. & California Sports ("Westwood Tire") in *CEW v. Oklahoma Tire Service, et. al,* Los Angeles County Superior Court case no. BC281865, provided Respondent Han with evidence that Westwood Tires had a valid Bureau license and the UCL allegations were false. In response, Respondent Han, on behalf of the Trevor Law Group, refused to dismiss the lawsuit against Westwood Tire or investigate the allegations. Respondent

Han, on behalf of the Trevor Law Group, told Adelman that if Westwood Tire did not settle the lawsuit for $5,000, the Trevor Law Group would commence with discovery and subpoena business records in order to find other violations to allege against Westwood Tires.

H. In or about October 2002, Respondents sued Kelly's Body Shop in *CEW v. Amigo Auto Center et al.*, Orange County Superior Court case no. 02CC00278, alleging that it was operating without a valid Bureau license. At no time did Kelly's Body Shop have a history of discipline or complaints with the Bureau. At all times, Kelly's Body Shop had a valid Bureau license. Regardless, Respondents refused to investigate or to dismiss the allegation against Kelly's Body Shop.

I. In or about October 2002, Leonard Nasatir ("Nasatir"), attorney for defendant B&M Truck Body Repair ("B&M") in the case entitled *CEW v. A.C. Auto et al*, Los Angeles County Superior Court case no. BC281768, informed the Trevor Law Group that B&M was not subject to Bureau regulations, as B&M was a commercial truck repair business. In response, Respondent Trevor, on behalf of the Trevor Law Group, sent Nasatir a letter requesting that B&M produce business records for the past four years and falsely stating that the UCL provided for restitution damages to be awarded to CEW.

J. In or about October 2002, Marla Merhab Robinson ("Robinson") contacted the Trevor Law Group and advised them that her client Santiago Communities, a UCL defendant in *CEW v. Progressive Lenders et. al*, Los Angeles County Superior Court case no. BC282020, had already resolved the allegations by settling a similar UCL lawsuit with the Law Offices of Brar & Gamulin. In response, Respondent Trevor, acting on behalf of the Trevor Law Group, refused to dismiss the lawsuit against Santiago Communities or investigate whether the alleged misconduct had been settled or resolved.

K. In or about November 2002, Raymond Lloyd Arouesty ("Arouesty"), attorney for UCL defendant Race Marquee Systems in the *CEW v. Porter Automotive et al.*, Los Angeles County Superior Court case no. BC281693, provided the Trevor Law Group with

documentation that Race Marquess Systems had a valid Bureau license and, therefore, the lawsuit's allegation that Race Marquee Systems did not have a valid license was false. Thereafter, Respondents Han and Trevor, on behalf of the Trevor Law Group, refused to dismiss the lawsuit and instead demanded settlement of $2,650. Respondent Trevor, on behalf of the Trevor Law Group, told Arouesty that if Race Marquee Systems did not settle the lawsuit, the Trevor Law Group would take depositions and subpoena Race Marquee Systems' business records in order to find other violations.

L. In or about November 2002, Kevin Hurley ("Hurley"), UCL defendant and owner of Mission Viejo Transmissions, asked Respondents Han and Trevor why they would pursue litigation against him when he had 23 years of experience and had worked at the highest ranked AAMCO auto shop for 17 years. Respondents Han and Trevor, on behalf of the Trevor Law Group, told Hurley that they would dismiss the lawsuit against Mission Viejo Transmissions in the 7 Days Tire Case if Hurley agreed to be the Trevor Law Group's expert witness. Respondents Han and Hendrickson further told Hurley that he would be "well paid" if he agreed to be their expert.

M. In or about February 2003, Wayne Grajewski ("Grajewski") provided the Trevor Law Group with evidence that the allegations against Grajewski's client, Glendale Infiniti, in *CEW v. E Auto Glass et al.*, Los Angeles County Superior Court case no. BC282336 were false. Grajewski informed the Trevor Law Group that the Bureau had rescinded the violations which had been posted on the Bureau's website and had determined that Glendale Infiniti had not committed any violations. In response, Respondent Han, on behalf of the Trevor Law Group, refused to dismiss the lawsuit against Glendale Infiniti or investigate the allegations.

80. By filing UCL lawsuits against thousands of businesses from a motive to generate attorney fees and create income for themselves, Respondents wilfully and repeatedly encouraged either the commencement or the continuance of actions or proceedings from a corrupt motive of passion or interest.

COUNT SIX

Case Nos. 02-O-13107, 02-O-13108, 02-O-13416
Business and Professions Code, section 6106
[Moral Turpitude - H.B. Ming's Auto]

81. Respondents wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

82. The allegations in paragraph 79 D are incorporated by reference.

83. At all times, Respondents knew the stipulation and entry for judgment filed against H.B. Ming's Auto contained false statements regarding the terms of the stipulation.

84. At no time did Respondents notify the court or attempt to correct the filed stipulation and entry for judgment.

85. Respondents knowingly failed to notify the court or to correct the false language in order to conceal the circumstances surrounding the settlement.

86. By filing documents containing knowingly false statements, by intentionally failing to notify the court of the false statement or to correct said statement in order to conceal the circumstances surrounding the settlement, Respondents wilfully committed acts involving moral turpitude, dishonesty or corruption.

COUNT SEVEN

Case Nos. 02-O-13107, 02-O-13108, 02-O-13416
Business and Professions Code, section 6068(c)
[Encouraging Unjust Actions]

87. Respondents wilfully violated Business and Professions Code, section 6086(c), by failing to counsel or maintain such action, proceedings, or defenses only as appear to them to be legal or just, as follows:

88. The allegations in paragraphs 58 through 70 and 74 through 79 are incorporated by reference.

89. From in or about April 2002, through in or about December 2002, Respondents filed the following UCL lawsuits:

Filed:	Case Name:	Case No.:	Defendants	DOEs
4-11-02	CEW v. 7 Days Tire et al.	02CC005533	1	30,000
5-31-02	CEW v. Rice Honda Superstore	BC274878	10	10,000
5-31-02	CEW v. McMahons RV et al	BC274879	8	10,000
6-7-02	CEW v. Firestone Tire Service et al	BC275338	5	30,000
7-17-02	CEW v. Brake Masters et al.	02AS04214	1	1,000
8-28-02	CEW v. Ocean Automotive	02CC00250	1	30,000
8-28-02	CEW v. Integrity Automotive	02CC00251	1	30,000
8-28-02	CEW v. American Tire & Auto	02CC00252	1	30,000
8-28-02	CEW v. Superior Automotive	02CC00253	1	30,000
8-28-02	CEW v. Tim's Auto Repair	02CC00254	1	30,000
8-28-02	CEW v. Silva's Auto Body	02CC00255	1	30,000
8-28-02	CEW v. Jeeps R Us	02CC00256	1	30,000
9-18-02	CEW v. Best Quick Smog et al	BC281693	200	30,000
9-18-02	CEW v. Didea Auto Repair et al	BC281694	200	30,000
9-18-02	CEW v. VIP Car Wash et al.	BC281695	200	30,000
9-18-02	CEW v. Guzman Carburator	BC281696	200	30,000

9-18-02	CEW v. A1 Smog Muffler et al.	BC281705	196	30,000
9-18-02	CEW v. #1 Auto Body Repair et al	02CC00278	109	30,000
9-19-02	CEW v. AC Auto Service et al	BC281768	203	30,000
9-20-02	CEW v. Oklahoma Tire et al	BC281865	207	30,000
9-24-02	CEW v. Progressive Lenders et al.	BC282020	10	30,000
9-27-02	CEW v. E Auto Glass Inc. et al	BC282336	200	30,000
9-30-02	CEW v. 3 Stage Auto Body et al	02CC00293	199	30,000
11-26-02	Helping Hands v. ONJ Coffee	BC286006	378	30,000
11-26-02	Helping Hands v. Bun Boy et al	BC286007	252	30,000
11-26-02	Helping Hands v. Pizza et al	BC286008	7	30,000
11-26-02	Helping Hands v. Blue Banana et al	BC286009	388	30,000
12-11-02	CEW v. Blue Banana et al.	BC286891	1013	30,000

1. Pursuant to Civil Code of Procedure section ("CCP") 128.7(b), by the filing of each lawsuit, the Trevor Law Group certified that it conducted a "reasonable inquiry under the circumstances" that the allegations and factual contentions had evidentiary support or, if specifically so identified, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery. Pursuant to CCP 128.7(b), the Trevor Law Group also certified that the lawsuits were not presented with an improper purpose, such as to harass or increase the cost of litigation.

2. At all times, Respondents knew they had not conducted a reasonable inquiry or investigation of the allegations in the UCL lawsuits.

3. Respondents based said lawsuits upon technical regulatory violations listed on Internet web sites, including but not limited to those maintained by the Bureau of Automotive Repair ("Bureau"), and later on, the Los Angeles County Department of Health Services ("DHS").

4. At all relevant times, Respondents knew that said web sites did not guarantee complete, timely or accurate information. At all times, these web sites posted visible disclaimers regarding the posted information.

5. Respondents used the limited web site information as the sole basis of the aforementioned UCL lawsuits, which named more than 3,000 defendants and more than 750,000 Doe defendants.

6. In or about April or May 2002, Respondents hired Respondent Hendrickson's friend Berley Farber ("Farber") to work on the 7 Days Tire Case and other UCL lawsuits. Respondents instructed Farber to contact the Bureau and obtain complaint histories of the defendants in the 7 Days Tire Case.

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7. From in or about May or June 2002, Farber was unable to obtain complaint histories on most of the defendants in the 7 Days Tire Case. Farber obtained complaint history documents regarding approximately 16 defendants in the 7 Days Tire Case.

8. Regardless, Respondents continued to file and maintain UCL lawsuits against thousands of defendants based on knowingly unreliable information from the aforementioned web sites.

9. In many cases, Respondents knew that the allegations and factual contentions did not have evidentiary support. UCL defendants, including but not limited to the following, had

provided the Trevor Law Group with evidence or information that the allegations were false: (1) Hornburg Jaguar, (2) Glendale Infiniti, (3) B&M Truck Body Repair, (4) Autotronix, (5) Arcadia Ultimate Automotive, (6) Race Marquee Systems, (7) Westwood Tires, (8) Purrfect Auto Service Store, (9) B&M, (10) The Transmission House, (11) Irvine Speedometer & Cruise Control Service ("Irvine Speedometer"), (12) The Alvarez Tire Center and (12) Ed's Auto Clinic.

10. In many cases, Respondents' actions demonstrated that the lawsuits were filed and pursued with the intent to increase the cost of litigation for defendants. Respondents used the threat of increasing costs of litigation to pressure UCL defendants to settle, including but not limited to: (1) The AutoClinic, (2) The Alvarez Tire Center, (3) Z Sushi, (4) Irvine Speedometer and (5) Charlie's Transmissions and (6) Arco Plaza Auto Center.

11.

12. In each of the aforementioned lawsuits, Respondents intentionally misjoined hundreds and/or thousands of defendants in single lawsuits without a legitimate basis for joinder. Respondents intentionally misjoined defendants in order to avoid paying filing fees for each individual lawsuit and to increase the costs of litigation for the defendants and to gain a unfair tactical advantage.

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13. Respondents repeatedly threatened businesses with audits or a review of the past four years of business records in order to pressure defendants to settle, including but not limited to the following: (1) Pazzulla Automotive & Marine, (2) Race Marquee Systems, (3) Universal Tire & Auto Repair, (4) Arco Auto Smog, (5) Auto Man Transmission (6) The Auto Clinic and (7) B&M.

14. Respondents subpoenaed UCL defendants for depositions with the intent to pressure defendants to settle their lawsuits. By way of example, on or about November 6, 2002, Respondents served Notices of Taking Depositions on Jacobs regarding her clients Arcadia Ultimate Automotive, BNH Auto Center and other defendants, in case entitled *CEW v. A1 Smog & Muffler*, Los Angeles Superior Court Case No. BC281705 ("A1 Smog & Muffler Case"). The notices of taking depositions scheduled the depositions of each defendant for either one hour apart or 30 minutes apart. Said notices also requested each defendant to produce four years of business records at the deposition, including but not limited to privileged tax returns.

15. Respondents repeatedly refused to grant extensions of time to UCL defendants, including by way of example but not limited to the following UCL defendants, to respond to the UCL complaints unless they promised not to challenge the complaint, by either filing an answer or settling the case.

A. On or about September 18, 2002, the Trevor Law Group filed Case No. BC281695 ("VIP Car Wash Case"). Attorney Joel Voelzke ("Voelzke") represented defendant Amax Motor, Inc. ("Amax") in the VIP Car Wash Case and requested proof of service of the complaint against Amax. Respondent Trevor, on behalf of the Trevor Law Group, asked Voelzke if Amax was interested in settling the lawsuit. Voelzke told Respondent Trevor that Amax did not want to settle the lawsuit and requested a 15-day extension of time to respond to the complaint. Respondent Trevor told Voelzke that he could have the extension only if he promised to file an Answer, as opposed to a motion to quash service and/or demurrer. Voelzke rejected Respondent Trevor's proposal and filed a demurrer. On December 11, 2002, two days after opposition papers to the demurrer were due, Voelzke received the Trevor Law Group's opposition via U.S. mail. The attached proof of service, signed by Farber, falsely stated that a messenger had personally delivered the opposition to Voelzke's office on December 10, 2002.

B. In or about November 2002, Respondent Trevor, on behalf of the Trevor Law Group, contacted Erica Tabachnick ("Tabachnick"), attorney for Purrfect Auto Service Store

in *CEW v. Porters Automotive et al.*, Los Angeles County Superior Court case no. BC281693. At that time Tabachnick informed Respondent Trevor that service on her client was improper and requested a continuance to respond to the complaint. Respondent Trevor, on behalf of the Trevor Law Group, told Tabachnick that she could have an extension of time only if she promised to file an answer, as opposed to a demurrer or motion to quash.

16. From in or about April 2002, through in or about May 2003, Respondents settled UCL lawsuits and obtained settlement funds on behalf of CEW.

17. Throughout the course of the UCL litigation, Respondents knowingly created and distributed settlement letters and documents to UCL defendants which contained false and/or misleading statements of fact and law. Said false and/or misleading statements included, but are not limited to, the following: (1) that the Trevor Law Group settled these types of UCL lawsuits for $6,000 to $26,000; (2) that UCL imposed "strict liability;" (3) that restitution was available without individualized proof of deception, (4) that settlement would result in collateral estoppel and/or res judicata protection for the settling defendants from further lawsuits, (5) that the defendants had 30 days to file an answer to the UCL lawsuits. The Respondents sent said settlement letters to UCL defendants, including but not limited to the following UCL defendants:

A. On or about October 24, 2002, the Trevor Law Group sent a settlement demand letter on red paper ("the red letter") to Fred Ronn ("Ronn"), the President of ABF, Inc and defendant in a case entitled *CEW v. Oklahoma Tire et al.*, Los Angeles Superior Court case no. BC281865. This red letter to Ronn falsely stated that some defendants had "challenged their lawsuits based on technicalities and now find themselves – after spending a lot of time, money, and energy – in exactly the same position in which they were initially." The red letter also falsely stated that every single case that has been completed in this lawsuit has ended with an out of court settlement.

B. On or about October 25, 2002, Ronn received another letter from the Trevor Law Group which stated that he had 30 days to respond with an answer to the complaint

or CEW would request a default judgment. The letter stated that if CEW requested a default judgment, Ronn would lose the lawsuit and be forced to pay a default judgment. The letter failed to inform Ronn that he had other options, aside from filing an answer to the complaint, such as filing a demurrer or motion to strike as other defendants had done in similar lawsuits with Trevor Law Group.

C. In or about November 2002, Respondents distributed a settlement package to Mesa Homes, a defendant in the Progressive Lenders Case. That settlement package, like every settlement package distributed by the Trevor Law Group, contained false language stating that settlement funds were determined by "investigative fees and costs, expert fees, attorney's fees, monitoring fees and costs, and any other costs incurred as a result of investigating, litigating, and negotiating settlement in this matter." Each settlement package also included false language stating that a judgment would bar "any and all other persons from prosecuting such claims" under the "principles of *res judicata* and *collateral estoppel.*"

18. In or about November 2002, through in or about January 2003, Respondents knowingly created and distributed settlement letters to UCL restaurant defendants which contained false statements of law by stating that the reastaurant defendants were required by Business and Professions Code, Section 9880 and California Code of Regulations, section 3350 to maintain four years of business records for inspection. At the time Respondents mailed and faxed said letters to restaurant defendants, Respondents knew that Section 9880 and California Code of Regulations section 3350 did not require restaurants to maintain four years of business records for inspection. The letters were sent to restaurant defendants, including but not limited to the following defendants:

A. On or about January 21, 2003, Respondent Trevor, on behalf of the Trevor Law Group, faxed Anahid Agemian ("Agemian"), attorney for 101 Phoenix Inc. in the *CEW v. Blue Banana et al*, Los Angeles County Superior Court case no. BC 286891 ("the Blue Banana Case"), a settlement letter which falsely stated that Section 9880 and California Code of

Regulations section 3350 required 101 Phoenix Inc. to maintain four years of business records for inspection.

B. On or about January 21, 2003, Respondent Trevor, on behalf of the Trevor Law Group, faxed Jonathan Gabriel ("Gabriel"), attorney for defendant Grey Café, a similar letter which falsely stated that Section 9880 and the California Code of Regulations section 3350 required Grey Café to maintain four years of business records for inspection. Respondent Trevor's letter further stated Grey Café could settle the lawsuit for $2,120 but that the Trevor Law Group's experience revealed cases such as the one against Grey Café settled for $7,000 through $13,000.

19. At all times, Respondents knowingly used the aforementioned false and/or misleading statements for the purpose of discouraging litigation and obtaining settlements from the UCL defendants.

20. At all relevant times, Respondents required the settlement agreements to be "confidential" in order to conceal the details of the settlement from the courts and to maintain complete control over UCL settlement funds.

21. In or about March 2003, Respondents threatened to engage in negative publicity in order to pressure UCL defendants to settle their cases. By way of example, on or about March 11, 2003, Respondent Han, on behalf of the Trevor Law Group, sent Kenneth Linzer ("Linzer"), attorney for Kokomo Café in the Blue Banana Case. Said letter stating that restitution was available only to "identified victims" but that the Trevor Law Group could find victims by reviewing Kokomo Café's business records, including credit card receipts, and by using correspondence or the media to inform Kokomo Café's customers that a UCL lawsuit had been filed against Kokomo Café.

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22. By knowingly filing and pursing UCL litigation based solely on unreliable, incomplete and often inaccurate information, by knowingly failing to investigation UCL allegations prior to filing, by refusing to investigate or consider exonerating or exculpatory evidence provided by UCL defendants, and by knowingly joining hundreds and/or thousands of UCL defendants without a legitimate basis for joinder, Respondents wilfully failed to counsel or maintain such action, proceedings, or defenses only as appear to them to be legal or just.

COUNT EIGHT

Case Nos. 02-O-13107, 02-O-13108, 02-O-13416
Business and Professions Code, section 6106
[Acts of Moral Turpitude]

23. Respondents wilfully violated Business and Professions Code, section 6106, by committing multiple acts involving moral turpitude, dishonesty or corruption, as follows:

24. The allegations in paragraphs 89 through 109 are incorporated by reference.

25. By knowingly certifying that the Trevor Law Group had conducted a reasonable inquiry of the allegations and that the factual contentions had evidentiary support when, in reality, the Trevor Law Group relied on knowingly unreliable and incomplete information, by pursuing litigation and discovery with the intent to harass or increase the cost of litigation for defendants, by refusing to dismiss knowingly false allegations against UCL defendants, by intentionally misjoining hundreds and/or thousands of UCL defendants to gain an unfair tactical advantage, by using knowingly false and/or misleading statements of fact and law in settlement demand letters, and by intentionally concealing details of settlements in order to obtain more settlement funds, Respondents wilfully committed multiple acts involving moral turpitude, dishonesty or corruption.

COUNT NINE

Case Nos. 02-O-13107, 02-O-13108, 02-O-13416

Business and Professions Code, section 6106
[Acts of Moral Turpitude - Misrepresentations to LitFunding]

26. Respondents wilfully violated Business and Professions Code, section 6106, by committing multiple acts involving moral turpitude, dishonesty or corruption, as follows:

27. The allegations in paragraphs 58 through 70, 74 through 79 and 89 through 109 are incorporated by reference.

28. In or about August 2002, Respondents met Morton Reed ("Reed"), president and CEO of LitFunding. At or about that time, Respondents falsely told Reed that their UCL litigation was supported by the Orange County District Attorney's Office and that Respondents obtained the names of UCL defendants from the California Attorney General's Office. At all times, Respondents knew said statements were false. Respondents made the false statements to Reed and to LitFunding with the intent to obtain $1 million.

29. In or about September 2002, the Respondents entered into ten fee agreements, for $100,000 each, with LitFunding. From in or about September through November 2002, LitFunding advanced the Trevor Law Group a total of $600,000.

30. According to the fee agreements between Respondents and LitFunding, LitFunding agreed to hold $1 million as "cash reserve" for the Trevor Law Group, which could be applied to cases approved by LitFunding. The Trevor Law Group consented to a lien of $500 on each automotive repair UCL settlement recovered by the Trevor Law Group and agreed to pay a minimum of 45% interest. The fee agreements provided that Trevor Law Group pay LitFunding an "aggregate fee" comprised of an amount equal to the advance of $100,000 and a "fee" consisting of the following amount of the Respondents' recovery:

If the $100,000 is paid back within:	Fee owed to LitFunding:
0 - 90 days	$45,000
91-180 days	$90,000
181-270 days	$135,000
271-360 days	$180,000
361-450 days	$225,000
451 days or more	$240,000

31. The fee agreements further provided that if the amount of the Respondents' recovery was less than the aggregate fee, then the aggregate fee owed to LitFunding would simply be the amount of recovery.

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32. In or about November 2002, Reed heard negative press regarding the Trevor Law Group's UCL litigation. Reed learned that the Trevor Law Group did not have the support of the Orange County District Attorney's Office and were suing small businesses for minor Bureau violations. In response, Reed requested information from Respondents regarding the UCL litigation.

33. On or about December 3, 2002, Reed met with Respondent Trevor. Respondent Trevor, on behalf of the Trevor Law Group, told Reed that the Trevor Law Group had settled approximately 36 automotive repair shop cases, with the average settlement of $2,500 to $3,000. Respondent Trevor told Reed that there were less than 1500 "viable" defendants because many of the owners that were sued were "successors in interest."

34. On or about December 9, 2002, Respondent Trevor, on behalf of the Trevor Law Group, sent Reed a letter which falsely stated that Judge James Selna ("Judge Selna"), Orange County Superior Court Judge, had informed defense counsel that the lawsuits were going to be tried and that the Trevor Law Group would move to sever the cases for trial to "dismantle" the misjoinder issue. Respondent Trevor's letter also stated to Reed that the likely results would be that some defendants would either settle the lawsuits or the court would order judgments against them in the range of $10,000 to $20,000. At the time Respondent Trevor sent the letter to Reed, he knew the aforementioned statements were false statements.

35. In or about January 2003, Reed asked the Respondents to produce a budget for the proceeding four months.

36. On or about January 28, 2003, Respondent Hendrickson, on behalf of the Trevor Law Group, faxed Reed a letter which stated that the Trevor Law Group would be taking five defendants to trial within the next 120 days. Said letter also stated that CEW and the UCL litigation were the "only means of communicating with, or enforcing any regulatory scheme," on the automobile repair industry. At the time Respondent Hendrickson faxed the letter to Reed, he knew that the aforementioned statements were false statements.

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37. By knowingly making false representations to Reed and to LitFunding regarding the support or assistance of the California Attorney General's Office and the Orange County District Attorney's Office with the intent of obtaining $1 million, Respondents wilfully committed multiple acts involving moral turpitude, dishonesty or corruption.

COUNT TEN

Case Nos. 02-13107, 02-13108 and 02-O-13416
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law By Law Clerks & Rozsman]

38. Respondents wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

39. The allegations of paragraphs 58 through 70, 74 through 78, 89 through 109, and 116 through 124 are incorporated by reference.

40. After obtaining advances from LitFunding, the Trevor Law Group hired office staff, including Respondent Trevor's friend Zachary Rozsman ("Rozsman") and approximately ten law clerks. Respondents instructed the law clerks to generate a mass production of lawsuits by preparing UCL lawsuits, each naming approximately 200 autoshop defendants. Respondents

instructed the law clerks to use the aforementioned Bureau and DHS web site information as the basis for the lawsuits.

41. At all relevant times, Respondents authorized and relied on office staff to communicate and to discuss settlement with UCL defendants.

42. From in or about September through December 2002, Respondents instructed the law clerks to convey a standard offer of $2,500 to each defendant, unless the law clerks determined that a defendant should receive a different offer. Respondents further instructed the law clerks that they could convey a lower settlement offer if there were few or minor violations alleged against a defendant. Respondents further instructed the law clerks that they could convey a higher settlement offer if there were numerous or serious violations alleged against a defendant. Respondents authorized the law clerks to use their own discretion in determining whether a UCL defendant should receive a lower or higher settlement offer.

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43. In or about September or October 2002, the law clerks began receiving telephone calls from some of the UCL defendants who stated that the allegations against them related to a previous owner. Thereafter, Respondents instructed the law clerks to tell these defendants that they were still liable for the violations under a theory of successor liability.

44. By way of example, in or about September 2002, Rosslyn Stevens Hummer ("Hummer"), attorney for defendant Hornburg Jaguar, Inc., in *CEW v. Didea et al.*, Los Angeles County Superior Court case no. BC281694, provided evidence to Respondents that they had sued the wrong business and, therefore, the allegations against Hornburg Jaguar, Inc. were false. In or about October 2002, Hummer spoke to Trevor Law Group law clerk Matt Laviano ("Laviano") who stated that the lawsuit against Hornburg Jaguar, Inc. was based on a theory of successor liability. At that time, Laviano cited the case of *Cortez v. Purolator* to Hummer, although said case did not support a theory of successor liability.

45. In or about October 2002, the law clerks met with the Respondents to express ethical concerns regarding the UCL litigation and the relationship between CEW and the Trevor Law Group. At or about that time, Respondents told the law clerks that CEW and the UCL litigation were legal and proper.

46. Thereafter, in or about November 2002, Respondents relied on Rozsman to receive most of the telephone calls from UCL defendants. At all times, Respondents authorized Rozsman to negotiate and to settle UCL cases on his own.

47. At all times, the Trevor Law Group knew that the law clerks and Rozsman were not entitled to practice law, as they were non-attorneys.

48. Respondents told the law clerks that they might obtain bonuses depending on the number of UCL settlements obtained.

49. From in or about November 2002, through in or about January 2003, Respondents paid bonuses to law clerks, as follows:

DATE	CHECK NO.	LAW CLERK	AMOUNT

11-20-02 1100

Negin

Salimipour $250.00

11-29-02 1101

Thu Huong

Duong $250.00

12-9-02 1163

Negin

Salimipour $2,927.67

12-30-02 1188

Matt Laviano

$2,000.00

1-3-03 1189

Josh Thomas

$2,000.00

50. By instructing non-attorney staff to engage in settlement negotiations and by knowingly permitting non-attorney staff to use their own discretion regarding settlement offers, Respondents wilfully aided a person or entity in the unauthorized practice of law.

COUNT ELEVEN

Case Nos. 02-13107, 02-13108 and 02-O-13416
Business and Professions Code, section 6106
[Moral Turpitude-Knowingly Permitting Unauthorized Practice of Law]

51. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

52. The allegations of paragraphs 127 through 137 are incorporated by reference.

53. By instructing non-attorney staff to engage in settlement negotiations and by knowingly permitting non-attorney staff to use their own discretion regarding settlement offers,

Respondents wilfully committed multiple acts involving moral turpitude, dishonesty or corruption.

COUNT TWELVE

Case Nos. 02-O-13107, 02-O-13108, 02-O-13416
Business and Professions Code, section 6106
[Acts of Moral Turpitude - Helping Hands for the Blind]

54. Respondents wilfully violated Business and Professions Code, section 6106, by committing multiple acts involving moral turpitude, dishonesty or corruption, as follows:

55. The allegations in paragraphs 58 through 70, 74 through 78 and 89 through 109 are incorporated by reference.

56. In or about October 2002, Strausman's sister, Shirley Strausman, set up a meeting between Respondents and Robert Acosta ("Acosta"), the president of Helping Hands for the Blind ("Helping Hands"). At that time, Shirley Strausman was Acosta's secretary and had told Acosta that the Trevor Law Group wanted to raise social consciousness and improve conditions for the blind. Acosta himself is blind.

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57. On or about November 1, 2002, Acosta and Shirley Strausman met with Respondents and another individual introduced as "Meret." Respondents told Acosta that Meret was knowledgeable about the American Disabilities Act ("ADA") and responsible for researching the filing of an action on behalf of the blind. Respondents further told Acosta that they could get around the ADA and file lawsuits against banking establishments in order to force banks to provide braille access to ATM machines. Respondents also told Acosta that they could force restaurants to provide braille menus and improve conditions for the blind. Respondents further told Acosta that they could obtain their attorneys fees from the court if they were successful in litigation.

58. On or about November 12, 2002, the Trevor Law Group faxed Acosta a fee agreement relating to litigation against banking establishments. This fee agreement provided a

division of all settlements at a rate of 90% to the Trevor Law Group and 10% to Helping Hands. Acosta disagreed with the division of fees and faxed back the fee agreement with suggested changes.

59. Prior to November 23, 2002, Acosta left town on vacation. He returned on or about November 30, 2002.

60. On or about November 23, 2002, while Acosta was out of town, the Trevor Law Group faxed a second fee agreement to Acosta relating to litigation against restaurants. Acosta did not review this second fee agreement until November 30, 2002. This second fee agreement provided a division of all settlements at a rate of 82.5% to the Trevor Law Group and 17.5% to Helping Hands.

61. On or about November 26, 2002, without Acosta's knowledge or consent, the Trevor Law Group filed four separate lawsuits on behalf of Helping Hands ("Helping Hands lawsuits"). The Trevor Law Group based the allegations in the lawsuits solely upon limited information posted by the DHS website. At all times, Respondents knew the DHS website information did not provide details or specific facts regarding the alleged violations. Regardless, Respondents failed conduct any investigation regarding the allegations.

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62. Approximately four days after Respondents filed the Helping Hands lawsuits, on or about November 30, 2002, Acosta returned from vacation. At that time, Acosta reviewed and signed the aforementioned second fee agreement.

63. Later that same day, Acosta retrieved several messages on his answering machine from angry restaurant owners. Acosta telephoned Respondent Hendrickson to determine why these restaurant owners were upset.

64. Respondent Hendrickson, on behalf of the Trevor Law Group, told Acosta that they had filed a lawsuit to gain equal access of accommodations for the blind. Acosta,

subsequently, faxed the Respondents a request for a copy of the lawsuit filed on behalf of Helping Hands.

65. Acosta received a copy of one of the Helping Hands lawsuits and used an optical scanning device to review the lawsuit. Upon reviewing the lawsuit, Acosta realized that the lawsuit did not seek braille menus or equal access for the blind. Although the complaint listed a general allegation regarding access for the blind, the lawsuits merely alleged violations posted on the DHS website -- none of which related to the failure to provide access to the blind or braille menus.

66. Thereafter, on or before December 5, 2002, Acosta telephoned the Trevor Law Group and demanded dismissal of the Helping Hands lawsuits.

67. On or about December 5, 2002, Acosta retained counsel, Charles Alpert ("Alpert") to communicate with the Trevor Law Group and to confirm that the Helping Hands lawsuits had been dismissed.

68. On or about December 10, 2002, Alpert faxed the Trevor Law Group a letter introducing himself as Acosta's attorney and requesting dismissal of the Helping Hands lawsuits. Alpert's letter requested conformed copies of the Trevor Law Group's requests for dismissal. The next day, the Trevor Law Group faxed a letter directly to Acosta, which stated that Respondents were dismissing the Helping Hands lawsuits. The faxed letter further stated that the Helping Hands lawsuits may result in exposing Acosta to malicious prosecution and/or abuse of process claims.

69. Alpert then sent the Trevor Law Group another letter requesting conformed copies of the requests for dismissals. The Trevor Law Group failed to provide Alpert or Acosta with conformed copies of their requests for dismissals.

70. The Trevor Law Group dismissed the Helping Hands cases on or about December 11, 2002, but failed to serve the defendants or Helping Hands with notice of the dismissal.

71. Prior to dismissing the Helping Hands lawsuits and without informing Acosta or Helping Hands, Respondents settled lawsuits with defendants in the Helping Hands lawsuits and obtained settlement funds on behalf of Helping Hands. At no time did Respondents notify Acosta or Helping Hands about the receipt of settlement funds. At all times, Respondents intentionally concealed said settlement funds from Acosta and Helping Hands.

72. Prior to the dismissal of the Helping Hands lawsuits, the Trevor Law Group collected at least $3,710 in settlement funds from restaurant defendants said lawsuits. Specifically, the Trevor Law Group received the following settlements from the following restaurant defendants: (1) $550.00 from Hawaii Super Market, Inc., (2) $900.00 from Eva Antojitos Restaurant, (3) $900.00 from La Guadalupana Bakery, (4) $860.00 from Q Snack Shop and (5) $500.00 from Pioneer Chicken.

73. When the Trevor Law Group obtained said settlement funds, Respondents knew that they were not authorized to receive settlement funds on behalf of Helping Hands or in connection with the Helping Hands lawsuits.

74. On or about December 12, 2002, Respondents filed *CEW v. Blue Banana et al*, BC286891 ("Blue Banana Case") on behalf of CEW, which collectively named all the same defendants previously sued in the Helping Hands lawsuits. The Blue Banana Case also alleged the same violations against the defendants as alleged in the Helping Hands lawsuits.

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75. By knowingly misrepresenting to Acosta the basis of representation and litigation on behalf of Helping Hands, obtaining funds in connection with the Helping Hands lawsuits without the knowledge and authority of Acosta or Helping Hands, by concealing said funds from Helping Hands and refiling a new UCL against defendants who had settled the allegations,

Respondents wilfully committed multiple acts involving moral turpitude, dishonesty or corruption.

COUNT THIRTEEN

Case Nos. 02-O-13017, 02-O-13108, 02-O-13416
Business and Professions Code, section 6104
[Appearing for Party without Authority]

76. Respondents wilfully violated Business and Professions Code, section 6104, by corruptly or wilfully and without authority appearing as attorney for a party to an action or proceeding, as follows:

77. The allegations in paragraphs 144 through 162 are incorporated by reference.

78. By filing four UCL lawsuits in Los Angeles County court without the knowledge or consent of Helping Hands, Respondents wilfully appeared for a party without authority.

COUNT FOURTEEN

Case Nos. 02-O-13107, 02-O-13108, 02-O-13416
Business and Professions Code, section 6068(g)
[Encouraging Actions From Corrupt Motive of Passion or Interest]

79. Respondents wilfully violated Business and Professions Code, section 6068(g), by encouraging either the commencement or the continuance of an action or proceeding from any corrupt motive of passion or interest, as follows:

80. The allegations in paragraphs144 through 162 are incorporated by reference.

81. On or about December 12, 2002, Respondents filed a case entitled *CEW v. Blue Banana et al*, BC286891 ("Blue Banana Case") on behalf of CEW, which collectively named all the same defendants previously sued in the Helping Hands lawsuits. The Blue Banana Case also alleged the same violations against the defendants as alleged in the Helping Hands lawsuits.

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82. The Blue Banana Case named approximately 1,013 defendants and 30,000 Doe defendants. On or about December 12, 2002, Respondents knowingly misjoined the defendants

in the Blue Banana Case. Just two days prior, on or about December 10, 2002, Respondent Trevor, on behalf of the Trevor Law Group and before Judge Selna, conceded that it was improper to join multiple, unrelated defendants in a single UCL lawsuit.

83. Respondents intentionally misjoined the defendants in the Blue Banana Case to increase the cost of litigation for defendants, to gain an unfair tactical advantage and to increase their chances of obtaining settlement funds.

84. At no time did Respondents obtain any court-ordered injunctions in the Blue Banana Case. At all times, Respondents filed and maintained the Blue Banana Case with the sole purpose of generating attorney fees and income.

85. Respondents knowingly re-filed allegations against defendants in the Blue Banana Case, who had settled the exact same allegations by paying monies to the Trevor Law Group in the Helping Hands lawsuits. These defendants include, but are not limited to: Hawaii Super Market, Inc., Eva Antojitos Restaurant, La Guadalupana Bakery, Q Snack Shop and Pioneer Chicken. Respondents re-sued the defendants in the Blue Banana Case with the sole purpose of obtaining more settlement funds from them.

86. After filing the Blue Banana Case against Hawaii Super Market, Inc., Eva Antojitos Restaurant, La Guadalupana Bakery, Q Snack Shop and Pioneer Chicken, Respondents and/or authorized office staff contacted these defendants to demand additional settlement funds. Respondents and/or authorized office staff told said defendants that the Blue Banana Case was different and that settlement of the case would require additional settlement money.

87. By intentionally filing the Blue Banana Case against the defendants who had previously settled the allegations in the Helping Hands lawsuits and knowingly maintaining said defendants with the sole purpose of obtaining additional, unearned settlement funds, Respondents wilfully encouraged the continuance of an action from a corrupt motive of passion or interest.

COUNT FIFTEEN

Case Nos. 02-O-13017, 02-O-13108, 02-O-13416
Rules of Professional Conduct, rule 4-200(A)
[Unconscionable Fee Agreements with Helping Hands for the Blind]

88. Respondents wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an unconscionable fee, as follows:

89. The allegations in paragraphs 144 through 162 are incorporated by reference.

90. By entering into an agreement for, and charging a contingent fee whereby the Trevor Law Group would receive 82.5% of all settlement proceeds and Helping Hands would receive 17.5% of all settlement proceeds, Respondents wilfully entered into an agreement for and charged an unconscionable fee.

COUNT SIXTEEN

Case Nos. 02-O-13017, 02-O-13108, 02-O-13416
Rules of Professional Conduct, rule 4-100(B)(1)
[Failure to Notify Helping Hands for the Blind of Receipt of Client Funds]

91. Respondents wilfully violated Rules of Professional Conduct, rule 4-100(B)(1), by failing to notify a client promptly of the receipt of the client's funds, securities, or other properties, as follows:

92. The allegations in paragraphs through 144 through 162 are incorporated by reference.

93. By knowingly failing to notify Acosta and Helping Hands about the settlement funds obtained in connection with the Helping Hands lawsuits, the Respondents wilfully failed to notify a client promptly of the receipt of the client's funds, securities, or other properties.

COUNT SEVENTEEN

Case Nos. 02-O-13107, 02-O-13108, 02-O-13416
Business and Professions Code, section 6106
[Acts of Moral Turpitude - Misuse and Misappropriation of Settlement Funds]

94. Respondents wilfully violated Business and Professions Code, section 6106, by committing acts involving moral turpitude, dishonesty or corruption, as follows:

95. The allegations in paragraphs 58 through 70, 74 through 78, 89 through 109, 116 through 124 and 144 through 162 are incorporated by reference.

96. Since in or about April 2002, the Trevor Law Group maintained three client trust accounts ("CTAs") and two general accounts at Wells Fargo Bank.

97. The Trevor Law Group maintained a client trust account number 2082816642 ("CTA #208") from April 17, 2002, through August 15, 2002. The bank records for this account reveal that the Trevor Law Group deposited at least $4,000 of UCL settlement funds into this account, 30% of which belonged to CEW.

98. On or about June 28, 2002, the Trevor Law Group withdrew all funds from CTA #208, which totaled $6,745 and included the aforementioned $4,000, and deposited said funds into General Account #713. Thereafter, Respondents used the entire $6,745 to pay office or personal expenses.

99. The Trevor Law Group maintained a client trust account number 382116340 ("CTA 382") from March 7, 2002, through January 7, 2003. The bank records for this account reveal that the Trevor Law Group deposited at least 48 settlement checks for an approximate total of $113, 274.

100. The Trevor Law Group opened a client trust account number 5725117625 ("CTA #572") on or about January 3, 2003. The bank records for this account reveal that the Trevor Law Group deposited at least five UCL settlements checks from the restaurants for an approximate total of $4,060.

101. The Trevor Law Group opened General Account #713 on March 15, 2002. The bank records for this account reveals that from March 3, 2002, through September 18, 2002, the Trevor Law Group used this account as their primary business operating account.

102. From on or about September 20th through 26th, 2002, the Trevor Law Group deposited $300,000 into General Account #713, representing the first three advancements from

LitFunding. After the $300,000 deposit, the Respondents disbursed the following amounts, over and above regular payroll, to themselves:

Date	Respondent	Method used to remove funds	Amount
09/20/02	Trevor	Telephone transfer	$10,000
09/23/02	Hendrickson	Check #1393	$20,000
09/23/02	Trevor	Online Transfer	$100,000
09/24/02	Han	Check #1394	$20,000
09/27/02	Han	Check #1404	$10,000
09/2702	Trevor	Check # 1406	$10,000
10/02/02	Hendrickson	Check #1405	$10,000
10/11/02	Trevor	Check #1470	$10,000

103. On or about December 13, 2002, the Trevor Law Group paid LitFunding $14,500 out of General Account #713, representing LitFunding's portion of 20 UCL settlements, plus 45% interest. As of January 15, 2003, the balance in this account was $1,024.53.

104. The Trevor Law Group opened another general operating account number 3175768740 ("General Account #317") on or about September 18, 2002, with a deposit of $200,000, reflecting two advancements from LitFunding. By October 8, 2002, the Trevor Law Group deposited another $300,000 from LitFunding Corporation into this account, which was then later deposited into General Account #713. On or about November 6, 2002, the Trevor Law Group deposited the final $100,000 advancement from LitFunding into General Account #317.

105. From General Account #317, the Respondents disbursed the following amounts to themselves:

Date	Respondent	Method used to remove funds	Amount
10/07/02	Hendrickson	Check (No number)	$10,000
10/08/02	Hendrickson	Check (No number)	$10,000
10/16/02	Hendrickson	Check (No number)	$10,000

10/17/02	Hendrickson	Check (No number)	$10,000
10/17/02	Han	Check No. 6	$10,000
10/17/02	Han	Check No. 5	$10,000
11/12/02	Trevor	Check No. 1080	$10,000
11/12/02	Han	Check No. 1081	$10,000
11/13/02	Hendrickson	Check No. 1079	$10,000

106. In or about 2002, the Respondents used office funds to purchase new cars for themselves and Farber. Respondents Trevor and Hendrickson purchased BMWs and Respondent Han purchased a Chrysler PT Cruiser. Engholm issued checks out of the Trevor Law Group's general accounts to pay for Respondents' car payments and car insurance. Engholm also issued a check to pay for Respondent Han's personal rent

107. In or about November or December, 2002, Engholm advised Respondent Trevor that the balance in the Trevor Law Group's general account was too low to pay employee salaries. Shortly thereafter, on or about December 4, 2002, the Trevor Law Group transferred $76,361 from CTA #382, into General Account #317, in order to increase the balance in the general account and cover payroll.

108. In or about January 2003, Engholm again advised Respondent Trevor that the balance in the general account was low. Shortly thereafter, the Respondents transferred funds from one of the client trust accounts to increase the balance in the general account and to make payroll. On or about December 11, 2002, the Trevor Law Group transferred $53,000 from CTA #382 into General Account #317.

109. By collecting settlement funds on behalf of a shell corporation and in conjunction with knowingly unjust UCL litigation, by withdrawing all $6,745 of settlement funds from CTA #208 to use for personal or office expenses, by using CTAs to hide and conceal money obtained on behalf of Helping Hands for the Blind, and by repeatedly transferring CTA funds into general

accounts to pay for payroll, office and personal expenses, Respondents wilfully committed multiple acts involving moral turpitude, dishonesty or corruption.

COUNT EIGHTEEN

Case Nos. 02-O-13107, 02-O-13108, 02-O-13416
Business and Professions Code, section 6106
[Acts of Moral Turpitude - Misrepresentations to Opposing Parties in Discovery Responses]

110. Respondents wilfully violated Business and Professions Code, section 6106, by committing multiple acts involving moral turpitude, dishonesty or corruption, as follows:

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111. The allegations in paragraphs 58 through 70, 74 through 78, 89 through 109, 116 through 124, 144 through 162 and 184 through 196 are incorporated by reference.

112. From in or about November 2002, through in or about January 2003, Respondents began making false statements to opposing parties and counsel in the UCL litigation, the public and the legislature regarding CEW, in order to give the appearance of legitimacy to their UCL litigation.

1. On or about November 11, 2002, Respondent Trevor, on behalf of the Trevor Law Group, and Kort falsely told a reporter for The Daily Journal that Kort was "well-off" and a "business contact" of the Trevor Law Group. At that time, Respondent Trevor knew that Kort had no income and was living with his parents. Kort, at the direction of the Trevor Law Group, falsely told the reporter that CEW had four directors and three directors. At that time, Kort and Respondents knew that CEW had no directors, officers or shareholders.

1. Respondents Han and Trevor, on behalf of the Trevor Law Group, also falsely stated to the reporter for The Daily Journal that customers of fraudulent auto shops had flooded their firm with complaints. At all times, Respondents knew said statement was false as the Trevor Law Group's primary client regarding UCL litigation had always been CEW.

uuuuuuuu. On or about November 19, 2002, Respondent Trevor, on behalf of the Trevor Law Group, signed responses to interrogatories propounded by John Maida ("Maida"),

owner of Quality Tube and defendant in *CEW v. Porters Automotive et al.*, Los Angeles County Superior Court case no. BC281693. Said responses stated that Kort was the incorporator of CEW but there were no known officers, directors or shareholders. Said responses further stated that there were no individuals in common between CEW and the Trevor Law Group. At that time, Respondent Trevor knew said statements were false.

vvvvvvvv. In or about December 6, 2002, Kort appeared as "Ron Jamal" on *The John & Ken Show*, a program on Los Angeles radio station KFI-640 AM. At that time, Respondent Trevor also appeared on behalf of the Trevor Law Group. During the show, Respondent Trevor denied that the Trevor Law Group had set up CEW and falsely stated that UCL settlement funds were disbursed as attorney fees, costs and restitution to the general public.

wwwwwwww. At all times, Respondent Trevor knew that Respondents had created and incorporated CEW and that Respondents had maintained control of all the settlement funds, as no portion of settlement funds went to the general public.

xxxxxxxx. During *The John & Ken Show*, Kort stated that CEW had a corporate office located at 1502 N. Broadway, Santa Ana, California. At no time had Kort or the Respondents secured an office at that location.

yyyyyyyy. In or about December 2002, Respondent Trevor, on behalf of the Trevor Law Group, told Rick Romero of ABC Channel 7 News in Los Angeles, that the Orange County District Attorney's Office complimented the Respondents' UCL lawsuits and offered its support of the litigation. At that time, Respondent Trevor knew his statement was false.

zzzzzzzz. On or about January 14, 2003, Respondents Han and Hendrickson appeared, on behalf of the Trevor Law Group, before a joint informational hearing of the Senate and Assembly Judiciary Committees to answer questions regarding the Trevor Law Group's UCL litigation.

210. Chair of the Senate Judiciary Committee, Senator Martha Escutia ("Escutia"), asked Respondent Han whether any person at the Trevor Law Group had any relationship with

any person from CEW. Respondent Han knowingly made false statements by stating that there were no relationships, personal or otherwise, between anyone at Trevor Law Group and CEW. When Respondent Han told Escutia that there were no relationships, personal or otherwise, between members of the Trevor Law Group and CEW, he knew those statements were false. At that time, Respondent Hendrickson also knew Respondent Han's statements were false.

211. Chair of the Assembly Judiciary Committee, Assemblymember Ellen Corbett ("Corbett"), asked Respondent Han whether there were friends or relatives of the Trevor Law Group who were affiliated with CEW. In response, Respondent Han falsely that any friends or relatives of the Respondents were associated with CEW. At that time, Respondents Han and Hendrickson knew Respondent Han's denial was false.

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212. Thereafter, Corbett informed Respondents Han and Hendricskson that Strausman was listed on documents as the agent for service of process for CEW. In response, Respondent Han stated that Strausman was no longer the agent for service of process for CEW and currently employed by the Trevor Law Group. At that time, Respondents Han and Hendrickson knew said statements were false.

213. During the hearing, a committee member asked Respondents Han and Hendrickson to address a settlement letter distributed by the Trevor Law Group, printed on red letter which claimed a UCL settlement range from $6,000 to $26,000. In response, Respondent Han defended said letter and indicated that the statement regarding settlement range was true. At that time, Respondents Han and Hendrickson knew that the Trevor Law Group obtained an average settlement well below $6,000, as their standard settlement offer was $2,500.

214. At no time did Respondent Hendrickson correct Respondent Han's false statements before the committees. At all times, Respondent Trevor approved of Respondent Han's false statements before the committees.

215. At all relevant times, Respondents made the aforementioned false statements to the media and to the judiciary committees in order to conceal the true relationship between CEW and the Trevor Law Group and to give the appearance of legitimacy to the UCL litigation.

216. By knowingly making false and misleading statements in discovery responses to Maida regarding the purpose of CEW's creation and the individuals in common between the Trevor Law Group and CEW, the Respondents wilfully committed acts involving moral turpitude, dishonesty or corruption.

COUNT NINETEEN

Case Nos. 02-O-13107, 02-O-13108, 02-O-13416
Business and Professions Code, section 6106
[Moral Turpitude-Misrepresentations to the Public Via the Media to Legitimize CEW]

217. Respondents wilfully violated Business and Professions Code, section 6106, by committing acts involving moral turpitude, dishonesty or corruption, as follows:

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218. The allegations in paragraphs 58 through 70, 74 through 78, 89 through 109, 116 through 124, 144 through 162, 184 through 196 and 200 through 215 are incorporated by reference.

219. By knowingly making false and misleading statements to The Daily Journal and ABC Channel 7 News, KFI Radio, in order to advance their scheme to defraud and give the appearance of legitimacy to the UCL litigation, Respondents wilfully committed acts of moral turpitude, dishonesty or corruption.

COUNT TWENTY

Case Nos. 02-O-13107, 02-O-13108, 02-O-13416
Business and Professions Code, section 6106
[Moral Turpitude-Misrepresentations to the Senate & Assembly Judiciary Committees]

220. Respondents wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

221. The allegations in paragraphs 58 through 70, 74 through 78, 89 through 109, 116 through 124, 144 through 162, 184 through 196 and 200 through 215 are incorporated by reference.

222. By knowingly making false and misleading statements to the joint informational hearing of the Assembly and Senate Judiciary Committees in order to advance their scheme to defraud and give the appearance of legitimacy to the UCL litigation, Respondents wilfully committed acts of moral turpitude, dishonesty or corruption.

COUNT TWENTY-ONE

Case Nos. 02-O-13107, 02-O-13108, 02-O-13416
Business and Professions Code, section 6106
[Moral Turpitude-Falsification of Statement of Domestic Stock Corporation]

223. Respondents wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

224. The allegations of paragraphs 58 through 70, 74 through 78, 89 through 109, 116 through 124, 144 through 162, 184 through 196 and 200 through 215 are incorporated by reference.

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225. In or about early 2003, prior to the joint informational hearing of the Assembly and Senate Judiciary Committees on January 14, 2003, Kort and Respondent Han telephoned Hagop Griggosian ("Griggosian") about becoming an officer of CEW.

226. Respondent Han told Griggosian he was going to Sacramento and needed Griggosian to be an officer of CEW. At that time, Griggosian told Respondent Han that he did not want to become an officer of of CEW

227. On or about January 13, 2003, one day before Respondents Han and Hendrickson appeared before the Senate and Assembly Judiciary Committees, Respondents prepared a Statement of Domestic Stock Corporation, which falsely listed Griggosian as Secretary for CEW.

Respondents knowingly prepared and Kort signed said document without the knowledge or consent of Griggosian.

228. On or about January 14, 2003, Respondents Han and Hendrickson appeared before the Senate and Assembly Judiciary Committees and falsely told the committee members that CEW's income from the UCL litigation was used, in part, to pay the salaries of its employees. At that time, Respondents Han and Hendrickson knew the statement was false as CEW's sole source of income came from the UCL litigation and Respondents had not disbursed any settlement monies to CEW.

229. Thereafter, Griggosian learned that the Respondents and Kort had listed him as an officer of CEW without his knowledge or consent.

230. On or about January 20, 2003, Griggosian confronted Kort about being an officer for CEW. In response, Kort told Griggosian that the Respondents had needed Griggosian to "legitimize" CEW. Griggosian demanded Kort remove him as an officer of CEW.

231. At or about that time, Griggosian telephoned Respondent Han and left messages demanding that Respondents remove Griggosian as an officer of CEW.

232. Shortly thereafter, Griggosian sent Kort a letter, via certified mail, confirming Griggosian's demand that Kort remove him as Vice President of CEW.

233. Kort refused acceptance of Griggosian's letter.

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234. By listing Griggosian as an officer of CEW without his permission or knowledge, in order to give the appearance of legitimacy to CEW, Respondents wilfully committed acts involving moral turpitude, dishonest or corruption.

COUNT TWENTY-TWO

Case Nos. 02-O-13107, 02-O-13108, 02-O-13416
Business and Professions Code, section 6106
[Acts of Moral Turpitude-Litigation Tactics in the 7 Days Tire Case]

235. Respondents wilfully violated Business and Professions Code, section 6106, by committing multiple acts involving moral turpitude, dishonesty or corruption, as follows:

236. The allegations in paragraphs 58 through 70, 74 through 78, and 89 through 109 are incorporated by reference.

237. Respondents filed the complaint in the 7 Days Tire Case on or about April, 11, 2002, which named only one named defendant, 7 Days Tire Muffler and Auto Repair ("BFS"), and 30,000 Doe defendants.

238. In the complaint, Respondents falsely represented that they did not know the true identities of the Doe defendants, and therefore, had sued said Doe defendants under fictitious names.

239. At the time Respondents made such representation, on or about April 11, 2002, they filed approximately 98 DOE Amendments, adding names of Defendants, including but not limited to Jeeps R Us and Integrity Automotive, and demonstrating that Respondents knew the true identities of said defendants. Code of Civil Procedure, section 474 only authorizes a party to name and serve "doe" defendants where the identities or liability of said defendants is unknown at the time of filing of the complaint.

240. The complaint joined approximately 99 named defendants without a legitimate basis for joinder. The only commonality among the defendants was that CEW had sued them for various alleged failure(s) to comply with Bureau regulations and, consequently, for unfair business practices in violation of the UCL.

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241. In or about April 2002, attorney Bills, on behalf of defendant Jeeps R Us, telephoned Respondent Hendrickson at the Trevor Law Group offices regarding the 7 Days Tire Case. Bills left several messages for Respondent Hendrickson identifying himself as the attorney for defendant Jeeps R Us.

242. On or about April 19, 2002, Bills sent Respondent Hendrickson a letter stating that he represented Jeeps R Us and requested copies of all DOE Amendments filed to date and any other documents which had been filed with the Court or any other party in the 7 Days Tire case.

243. In response, on April 24, 2002, Respondent Hendrickson sent Bills a letter refusing to provide the requested documents and instructing Bills to purchase said documents from the court clerk.

244. On or about May 1, 2002, Ed Sybesma ("Sybesma"), attorney for BFS filed a notice of ex parte application in the 7 Days Tire Case. On or about May 3, 2002, Sybesma obtained an order shortening time for briefing and hearing on a demurrer by BFS.

245. At no time did Respondents notify Bills or other defendants in the 7 Days Tire Case of the ex parte application or order shortening time for hearing on demurrer by BFS.

246. On or about May 6 and 7, 2002, the Trevor Law Group propounded discovery directly on BFS, despite knowing Sybesma represented BFS.

247. On or about May 7, 2002, the Trevor Law Group mailed a proposed judgment and permanent injunction directly to Jeeps R Us, despite knowing that Bills represented Jeeps R Us.

248. On or about May 8, 2002, Respondent Hendrickson, on behalf of the Trevor Law Group, and Sybesma appeared for CEW's request for reconsideration of the May 3rd order. That day, the Court denied the request for reconsideration. At that time, Sybesma requested the names of all served defendants so that he could advise about the demurrer by BFS and that they need not file a responsive pleading to the complaint while the demurrer is pending. Respondent Hendrickson stated that there would be no problem providing such a list to Sybesma.

249. On or about May 10, 2002, Respondent Hendrickson, on behalf of the Trevor Law Group, and Sybesma appeared in court for the hearing on BFS' demurrer. At that time, the Court sustained BFS's demurrer and ruled that complaint was defective on the following grounds: (1) CEW's lack of capacity to sue under the complaint as currently pled, (2) CEW's failure to state facts sufficient to state a cause of action, and (3) CEW's failure to state specific facts sufficient to

establish a proper joinder and a sufficient nexus for suing hundreds and/or thousands of defendants in the 7 Days Tire Case. The Court granted CEW 30 days leave to amend the lawsuit to give CEW an opportunity to allege facts which would establish the hundreds and/or thousands of defendants were properly joined in the lawsuit.

250. In addition, the Court also made the following orders at the May 10, 2002 hearing: (1) that the Trevor Law Group and CEW shall deliver to counsel for defendant BFS, not later than the close of business on Tuesday May 14, 2002, a list of names, addresses, and other available contact information for all of the defendants served to date by CEW in the 7 Days Tire lawsuit so that BFS could give notice of the Court's May 10, 2002 ruling to all defendants; and (2) that all discovery in this matter shall be and is hereby suspended until such time as CEW has been able to file a complaint which is no longer subject to attack by demurrer. Later that day, Sybesma faxed Respondent Hendrickson a Notice of Ruling regarding the May 10th order.

251. At no time did Respondents notify Bills or other defendants in the 7 Days Tire Case of the May 10th order. Respondents intentionally concealed the May 10th order from other defendants in order to increase their chances of obtaining settlement funds and to allow unsuspecting defendants to file an answer, thereby waiving the issue of misjoinder or other attacks to the complaint. At that time, Respondents intended to foreclose the court from ruling that the entire complaint was defective for misjoining multiple unrelated defendants, in violation of Code of Civil Procedure, section 379(a).

252. On or about May 13, 2002, the Trevor Law Group knowingly violated the May 10th order by propounding discovery on Jeeps R Us.

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253. On or about May 14, 2002, Sybesma telephoned Respondent Hendrickson and requested the list of unserved defendants. Later that day, Respondent Hendrickson left Sybesma a message refusing to supply Sybesma with said list, despite the May 10th order.

254. On or about May 14, 2002, Respondent Trevor, on behalf of the Trevor Law Group, contacted David Calderon ("Calderon"), attorney for doe defendant Integrity Automotive. At that time, Respondent Trevor attempted to settle the lawsuit with Caldeon. Respondent Trevor falsely told Calderon that Integrity Automotive had to respond to the original complaint or settle the lawsuit. Respondent Trevor falsely told Calderon that the May 10th order regarding BFS' demurrer did not apply to any other defendants. At that time, Respondent Trevor knew that the May 10th ruling applied to all defendants as the court had ordered the Trevor Law Group to provide Sybesma with a list of all served defendants so they would have notice of ruling on demurrer and need not respond to the complaint.

255. Upon learning of Respondents' contacts with other defendants in the 7 Days Tire Case, Sybesma filed a notice of ex parte application for clarification of the May 10th orders.

On May 20, 2002, Respondent Hendrickson, on behalf of the Trevor Law Group, and Sybesma appeared for the ex parte application. The Court again ordered that all discovery was to be stayed until the Trevor Law Group filed a pleading that could withstand a demurrer, and that no defendants would be required to file a responsive pleading until further order of the court. The Court also threatened to hold Respondent Hendrickson in contempt of court if he failed to provide Sybesma with a list of all unserved defendants by the end of the day.

256. On or about June 10, 2002, the Trevor Law Group filed an First Amended Complaint in the 7 Days Tire Case, naming 76 defendants and 30,000 Doe defendants. Despite the previous ruling on BFS' demurrer, Respondents alleged substantially identical allegations against BFS in the First Amended Complaint as alleged in the previously dismissed complaint.

257. Upon receiving the First Amended Complaint, Sybesma contacted the Trevor Law Group and informed Respondents that he intended to file another demurrer on the basis of misjoinder.

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258. On or about June 12, 2002, the Trevor Law Group dismissed BFS as a defendant in the 7 Days Tire Case. At that time, Respondents intended to foreclose
the court from ruling that the entire complaint was defective for misjoining multiple unrelated defendants, in violation of Code of Civil Procedure, section 379(a). Respondents also intended to avoid the effect of the court's May 10th and May 20th orders, which provided that no defendant need respond to a complaint while a demurrer was pending.

259. After the Trevor Law Group dismissed BFS as a defendant, Bills filed a demurrer to the First Amended Complaint on the grounds of misjoinder. Said demurrer was scheduled for hearing on August 2, 2002.

260. On or about June 9, 2002, Respondent Han, on behalf of the Trevor Law Group, faxed Bills a letter requesting that Jeeps R Us stipulate to a dismissal without prejudice and to refiling in a separate lawsuit. Respondent Han made said request in order to foreclose the court from ruling on the misjoinder issue. Bills rejected Respondent Han's request.

261. On or about July 10, 2002, Bills heard that the Trevor Law Group intended to dismiss Jeeps R Us from the 7 Days Tire Case. That day Bills telephoned Respondent Trevor and left a message inquiring about a dismissal. Bills also faxed a letter to the Trevor Law Group inquiring about a dismissal. The Trevor Law Group failed to respond to Bills' telephone call or letter

262. On or about July 11, 2002, Bills contacted the court clerk and confirmed that the hearing on his demurrer was still scheduled for August 2, 2002.

263. On or about July 12, 2002, the Trevor Law Group filed a request for dismissal of Jeeps R Us from the 7 Days Tire Case, without notice to Bills. The Trevor Law Group intentionally dismissed Jeeps R Us from the 7 Days Tire Case in order to foreclose the court from ruling on the issue of misjoinder and to avoid the effects of the May 10th and May 20th orders.

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264. On or about July 15, 2002, after learning of the dismissal of Jeeps R Us, attorney Kathleen Jacobs ("Jacobs") filed a demurrer in the 7 Days Tire case on behalf of one of her clients, defendant Custom Motors, on the grounds of misjoinder. Defendant Los Amigos Auto Repair also filed a demurrer in the 7 Days Tire case.

265. On or about July 16, 2002, in violation of the Court's May 10th and May 20th orders, Respondent Hendrickson, on behalf of the Trevor Law Group, sent a letter advising defendant Sunny Hill Auto Center that an answer to the amended complaint was due. Respondent Hendrickson's letter further stated that CEW would allow a one-week continuance, only if Sunny Hill Auto Center filed an Answer as opposed to a demurrer or other responsive pleading.

266. On or about July 18, 2002, after learning of the letter to Sunny Hill Auto Center, Jacobs wrote a letter to Respondents Trevor and Hendrickson, stating that there were two pending demurrers in the 7 Days Tire Case and that no other defendant need respond to the First Amended Complaint while any demurrer was pending. Jacobs' letter also stated that if the Trevor Law Group dismissed her client Custom Motors before the hearing on demurrer, she would file a demurrer on behalf of another client.

267. Thereafter, in or about July 2002, the Trevor Law Group sent Jacobs a settlement package for Custom Motors. The settlement package contained false and/or misleading statements regarding collateral estoppel and/or res judicata. Jacobs responded by sending Respondents Han and Hendrickson a letter requesting authority for the language regarding res judicata and collateral estoppel. The Respondents failed to respond to the letter.

268. Thereafter, in or about July 2002, the Trevor Law Group dismissed Custom Motors from the 7 Days Tire Case, without giving Jacobs notice of the dismissal. Respondents intentionally dismissed Custom Motors in order to foreclose the court from ruling on the issue of misjoinder and to lift any stay on the proceedings so that other defendants would need to file a responsive pleading or settle the case.

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269. At all times, by dismissing demurring parties from the 7 Days Tire case without giving proper notice, Respondents intended to gain a tactical advantage by preventing parties successfully challenging the misjoinder issue. The Trevor Law Group knew that by keeping hundreds and/or thousands of defendants joined in single lawsuits, it would reduce their own filing fees and pressure defendants to settle the lawsuits in order to avoid litigation costs.

270. On or about August 1, 2002, Jacobs received copies of request for entries of default against some of her clients in the 7-Days Tire case. In response, Jacobs sent a letter to Respondents Hendrickson and Trevor advising them that there were two demurrers pending in the 7-Days Tire Case. Jacobs, subsequently, learned that the Trevor Law Group had dismissed the demurring defendants.

271. On or about August 12, 2002, Jacobs filed a demurrer on behalf of her client Rose Auto Repair. On or about August 13, 2002, Jacobs sent a letter to Respondents Hendrickson and Trevor stating that she had filed a demurrer on behalf of Rose Auto Repair. Jacobs' letter requested the Respondents provide her with proper notice if they dismissed Rose Auto Repair from the case.

272. On or about August 29, 2002, the Trevor Law Group dismissed Rose Auto Repair from the 7 Days Tire Case without giving Jacobs notice and without serving Jacobs with a request for dismissal. Respondents intentionally dismissed Rose Auto Repair in order to avoid an adverse ruling on the issue of misjoinder and to lift any stay on the proceedings so that other defendants would be forced to file a responsive pleading or settle the case without having the opportunity to raise the issue of misjoinder.

273. On or about September 4, 2002, Jacobs filed a demurrer in the 7 Days Tire Case on behalf of her client, Brea Auto Body. Unknown to Jacobs, around this time, the Court deemed the 7 Days Tire Case complex and reassigned the case to Judge Selna. The Trevor Law Group

prepared a Notice of Reassignment of the 7 Days Tire Case but failed to serve Jacobs and other opposing counsel and parties with the Notice of Reassignment.

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274. On or September 10, 2002, Jacobs' client Pro Auto Care received a letter from the Trevor Law Group intended for defendant Japanese Automotive Repairs. The letter was signed by law clerks Salimipour and Josh Thomas and stated that the 7 Days Tire complaint was no longer subject to demurrer and that Japanese Automotive Repairs had until September 16, 2002, to settle the lawsuit.

275. In response, Jacobs sent a letter to Respondents Hendrickson and Trevor stating the contents of the letter were false as Jacobs had filed a demurrer on behalf of Brea Auto Body.

276. Due to the reassignment of the 7 Days Tire Case to Judge Selna in the complex case division, however, all previously pending matters were taken off calendar, including but not limited to the demurrer Jacobs had filed on behalf of Brea Auto Body. Since the Trevor Law Group failed to notify Jacobs of the reassignment of the case to Judge Selna, Jacobs was unaware that there was no demurrer pending in the 7 Days Tire Case.

277. On or about September 23, 2002, the Respondents filed entries of default against Jacobs' clients: Europo, Miller Auto Electric, Larry's Independent Auto Service, A&A Auto Center, American Automotive, Aaron's Automotive, Rose Auto Repair and Fiesta Transmission.

278. On or about September 24, 2002, after learning of the case reassignment to Judge Selna, Jacobs filed a demurrer on behalf of her client Fiesta Transmissions.

279. On or about October 3, 2002, Jacobs' client Russ Ward Auto Body gave her a copy of a letter signed by law clerk Negin Salimipour. The letter falsely stated that the complaint in the 7 Days Tire Case was not subject to demurrer and that Russ Ward Auto Body had until October 10, 2003, to settle the lawsuit.

280. On or about October 29, 2002, Jacobs appeared for the hearing on demurrer of her clients Fiesta Transmissions and Brea Auto Body, and on a demurrer of another defendant, Superior Automotive. Respondents Han and Trevor appeared on behalf of the Trevor Law Group. At that time, Judge Selna gave a tentative ruling that he would sustain the demurrers.

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281. In response, Respondents Han and Trevor argued that Judge Selna could not rule on the demurrers of Superior Automotive and Brea Auto Body because the Trevor Law Group had already dismissed those defendants from the lawsuit. Despite, requests from Jacobs and counsel for Superior Automotive to proceed with the hearing, the Court deemed the demurrers moot, as the parties had been dismissed.

282. Respondents Han and Trevor also successfully argued to Judge Selna that the Court could not rule on the demurrer of Fiesta Transmission because Fiesta Transmission was in default and that Jacobs had to first move to put aside the default before proceeding on the demurrer. Respondents Han and Trevor refused to voluntarily set aside the default, which would have allowed Judge Selna to rule on the demurrer.

283. On or about November 6, 2002, Jacobs filed motions to set aside defaults taken against her clients, including Fiesta Transmission, which were subsequently granted.

284. On or about December 10, 2002, the Respondents filed an ex parte application requesting severance of the defendants in order to avoid a ruling on the misjoinder issue. Judge Selna denied the ex parte application and advised the Respondents that severance would not cure the defect caused by misjoinder.

285. On or about January 28, 2003, Judge Selna granted motions to set aside entry of default against 22 of Jacobs' clients, whom had their defaults entered by the Trevor Law Group. Judge Selna also deemed the previous demurrer filed on behalf of Fiesta Transmissions to have been filed and scheduled a hearing date of February 18, 2003.

286. On or about February 18, 2003, Judge Selna sustained the demurrer without leave to amend on the misjoinder issue, but did not dismiss the lawsuits against those defendants who made a general appearance in the case or did not challenge the misjoinder issue by way of a demurrer.

287. At or about that time, on or about February 18, 2003, Respondents stated to Judge Selna that they had filed a Petition for Coordination, requesting that CEW's UCL cases be heard before a single judge. At that time, Respondents knew said statement was false as they had not filed said Petition for Coordination. Based on this false representation, Judge Selna stayed the automotive UCL cases pending the hearing on the Petition for Coordination. Respondents filed a Petition for Coordination approximately six days later, on or about February 24, 2003.

288. By intentionally violating court orders, dismissing demurring defendants from the 7 Days Tire Case without notice to counsel and other parties, by intentionally avoiding a ruling on the misjoinder issue in order to maintain the UCL litigation and obtain settlement funds, by failing to notify Jacobs of the reassignment of the 7 Days Tire Case to the complex division, by proceeding with entries of default knowing that counsel was unaware of the case reassignment and by refusing to stipulate to vacate entries of default all in order to maintain unjust and misjoined UCL litigation for the purpose of obtaining settlement funds, Respondents wilfully committed multiple acts involving moral turpitude, dishonesty or corruption.

289. By knowingly misrepresenting the status of the Petition for Coordination to Judge Selna on or about February 18, 2002 in order to obtain a stay of the proceedings after the Court had sustained Fiesta Transmission's demurrer without leave to amend, the Trevor Law Group wilfully committed acts involving moral turpitude, dishonesty or corruption.

COUNT TWENTY-THREE

Case No. 02-O-13107, 02-O-13108, 02-O-13416
Business and Professions Code, section 6106
[Acts of Moral Turpitude - BFS Los Angeles Case]

290. Respondents violated Business and Professions Code, section 6106, by wilfully committing multiple acts involving moral turpitude, dishonesty or corruption, as follows:

291. The allegations in paragraphs 58 through 70, 74 through 78, 89 through 109 and 237 through 289 are incorporated by reference.

292. On or about June 7, 2002, just days prior to dismissing BFS from the 7 Days Tire Case, the Trevor Law Group filed another lawsuit against BFS in Los Angeles County Superior Court, entitled *CEW v. Firestone Tire & Service Center*, case no. BC275338 ("Los Angeles BFS Case"). The complaint in the Los Angeles BFS Case named five defendants and 30,000 DOE defendants. Three of the five defendants were independently owned and operated Firestone Tire & Service Centers, represented by Sybesma.

293. The allegations against BFS in the Los Angeles BFS Case were substantially similar to the allegations against BFS in the original complaint and First Amended Complaint in the 7 Days Tire case.

294. On or about July 10, 2002, Sybesma propounded discovery on CEW in order to learn the factual basis for the Los Angeles BFS Case. The Trevor Law Group received the discovery.

295. On or about July 22, 2002, Sybesma filed a demurrer and motion to strike, challenging the complaint filed by the Trevor Law Group on behalf of CEW in the Los Angeles BFS case.

296. On or about August 14, 2002, Sybesma received CEW's responses to the discovery he had propounded, which failed to provide any factual basis for the Los Angeles BFS case against his clients.

297. On or about September 17, 2002, the Respondents failed to appear for the hearing on Sybesma's demurrer and motion to strike the complaint in the Los Angeles BFS case. The Court sustained the demurrer with leave to amend. The Court ruled that the complaint "does not contain sufficient facts to apprize demurring defendants of what they have allegedly done wrong.

Plaintiff alleges the legal conclusion that all defendants failed to properly record labor and parts on invoices and work orders and lists five instances of defendant Firestone Tire & Service Center failing to provide estimates for unspecified customers or jobs at five different locations. The complaint does not provide a factual basis for liability against any of the demurring defendants."

298. On or about September 20, 2002, Sybesma filed a motion to compel further discovery responses from CEW in the Los Angeles BFS case.

299. On or about September 27, 2002, the Respondents filed an amended complaint in the Los Angeles BFS case, which failed to allege additional facts regarding wrongdoing by BFS. On or about October 23, 2002, Sybesma filed another demurrer to the First Amended Complaint in the Los Angeles BFS case.

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300. On or about October 21, 2002, the court granted Sybesma's motion to compel and ordered CEW to provide further responses to the discovery propounded by Sybesma by no later than November 4, 2002 and ordered CEW and the Trevor Law Group to pay monetary sanctions jointly and severally in the amount of $1,400, no later than November 4, 2002.

301. On or about November 4, 2002, Respondents failed to provide supplemental discovery responses or pay monetary sanctions pursuant to the court's October 21, 2002 order.

302. On or about November 11, 2002, Sybesma's secretary, Claudia Burton, ("Burton") spoke to Respondent Trevor, informing him that Trevor Law Group's opposition to BFS' demurrer was overdue. Respondent Trevor told Burton that he would fax the opposition that day. Respondent Trevor failed to fax the opposition to Burton or Sybesma that day.

303. On or about November 15, 2002, the Trevor Law Group filed an untimely opposition to demurrer. In said opposition papers, Respondent Trevor, on behalf of the Trevor Law Group, falsely stated that he did not realize the opposition was overdue until the day before, on or about November 14, 2002.

304. On or about November 15, 2002, Sybesma received CEW's supplemental responses to discovery, which stated that the allegations against BFS were based on information posted on the Bureau's website.

305. On or about November 18, 2002, the Court sustained the demurrer to the First Amended Complaint with leave to amend in the Los Angeles BFS case.

306. On or about November 27, 2002, Respondents filed a Second Amended Complaint in the Los Angeles BFS case. Sybesma filed a demurrer to the Second Amended Complaint in the Los Angeles BFS case.

307. Sybesma propounded further discovery on CEW requesting: (1) documents containing the factual basis for CEW's allegations against his clients, if any; (2) documents showing the qualifications of CEW and/or its attorneys to prosecute this action on behalf of the general public, if any; and (3) documents describing legitimate business purposes of CEW, if any. In response to said discovery, CEW provided Sybesma with only five pages of printouts from the Bureau's website.

308. On or about December 4, 2002, the court sanctioned CEW and the Trevor Law Group an additional $1,350.00 for failing to comply with the court's October 21, 2002 orders to provide supplemental discovery responses and to pay $1,400.00 in monetary sanctions by no later than November 4, 2002.

309. On or about January 7, 2003, Respondent Trevor, on behalf of the Trevor Law Group, sent Sybesma a letter requesting that Sybesma's clients waive costs and agree to the refiling of separate, individual lawsuits in exchange for Respondents dismissing the allegations in the Los Angeles BFS Case. Sybesma rejected this offer.

310. On or about January 7, 2003, the Trevor Law Group dismissed the Los Angeles BFS case against Sybesma's clients in order to avoid a ruling on the issue of misjoinder and a ruling that the allegations were insufficient to state a cause of action against Sybesma's clients.

311. Thereafter, Respondents refused to dismiss the case in its entirety and the Los Angeles BFS Case remained pending against only Doe defendants.

312. By intentionally filing substantially similar allegations against BFS in the Los Angeles BFS Case as previously alleged in the 7 DaysTire Case, by intentionally misjoining defendants in the Los Angeles BFS, by intentionally misrepresenting in opposition papers that Respondent Trevor had been unaware that said papers were overdue and by dismissing demurring defendants from the Los Angeles BFS Case in order to foreclose the court from ruling on the joinder issue, Respondents wilfully committed acts involving moral turpitude, dishonesty or corruption.

COUNT TWENTY-FOUR

Case Nos. 02-O-13107, 02-O-13108, 02-O-13416
Business and Professions Code, section 6106
[Moral Turpitude - Jeeps R Us Case]

313. Respondents wilfully violated Business and Professions Code, section 6106, by wilfully committing multiple acts involving moral turpitude, dishonesty or corruption, as follows:

314. The allegations in paragraphs 58 through 70, 74 through 78, 89 through 109 and 237 through 289 are incorporated by reference.

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315. On or about August 28, 2002, after dismissing Jeeps R Us from the 7 Days Tire Case, without notice to Bills, Respondents filed a new UCL lawsuit against Jeeps R Us in a case entitled *CEW v. Jeeps R Us*, Orange County Superior Court case no. 02CC00256 ("Jeeps R Us Case").

316. On or about August 30, 2002, unknown to Bills or Jeeps R Us, the Jeeps R Us Case was assigned to Judge James V. Selna ("Judge Selna"). At or about that time, the Jeeps R Us Case was deemed related to other CEW UCL cases: 02CC00250, 02CC00251, 02CC00252, 02CC00253, 02CC00254 and 02CC00255.

317. On or about November 9, 2002, Bills received a summons and complaint in the Jeeps R Us Case. On November 26, 2002, Bills sent the Respondents a letter requesting notice of all proceedings and copies of all pleadings filed in the Jeeps R Us Case.

318. On or about November 27, 2002, Bills propounded interrogatories and a demand for production of documents on CEW.

319. On or about December 18, 2002, Bills sent the Trevor Law Group a letter stating that CEW's responses to his discovery were due on January 2 and 6, 2003.

320. On or about January 2, 2003, Respondent Trevor, on behalf of the Trevor Law Group, faxed Bills a letter stating that CEW did not have to respond to discovery without further instructions from the Court in the 7 Days Tire Case.

321. Bills then faxed the Trevor Law Group another letter stating that there was no discovery stay in the Jeeps R Us Case and that Jeeps R Us would accept CEW's discovery responses on or before January 6, 2003.

322. On or about January 6, 2002, Respondent Hendrickson, on behalf of the Trevor Law Group, telephoned Bills. At that time, Respondent Hendrickson admitted that there was no stay on discovery in the Jeeps R Us case. Respondent Hendrickson requested an extension of time to respond to discovery, as CEW's responses were largely "stock answers" and would be provided in a few days. Based on this representation, Bills agreed to provide CEW with a two-week continuance to respond to discovery.

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323. During this telephone conversation, Respondent Hendrickson asked Bills whether he intended to appear the next day for a hearing in the 7 Days Tire Case. Respondent Hendrickson assured Bills that there were no matters pending in the 7 Days Tire case which affected Jeeps R Us and that there would be no orders sought which would affect Jeeps R Us. Based on that representation, Bills told Respondent Hendrickson that he would not attend the hearing in the 7 Days Tire Case.

324. Later that same day, on or about January 6, 2003, Bills drafted and faxed Respondent Hendrickson a written confirmation stating that CEW withdrew any claim to a stay on discovery and that CEW would produce its responses to discovery on or before January 20, 2003. Respondent Hendrickson signed the written confirmation and faxed it back to Bills.

325. Based on Respondent Hendrickson's representation, Bills did not attend the January 7, 2003, hearing in the 7 Days Tire Case.

326. On or about January 7, 2003, the Trevor Law Group appeared in the 7 Days Tire Case. At or about that time, unknown to Bills, Respondents requested a stay on all discovery relating to the Jeeps R Us Case. The Court granted the stay pending an evaluation conference scheduled for February 28, 2003.

327. At no time did Respondents inform the Court about Respondent Hendrickson's agreement or telephone conversation with Bills on or about January 6, 2003. Respondents intentionally concealed said information from the Court.

328. Respondents intentionally dissuaded Bills from attending the January 7, 2003, hearing in the 7 Days Tire Case in order to obtain a stay on discovery in the Jeeps R Us Case without Bills' knowledge and to avoid responding to Jeeps R Us' discovery requests.

329. Thereafter, on or about January 15, 2003, Respondent Trevor sent Bills a letter informing him of the court-ordered stay on discovery in the Jeeps R Us Case. Respondent Trevor's letter further requested Jeeps R Us to voluntarily produce business records and falsely stated that CEW was entitled to attorney fees, costs and restitution damages.

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330. On or about January 9, 2003, the parties appeared before Judge Selna. Judge Selna ordered the parties to meet and confer and to discuss the possibility of selecting "test cases" to take to trial.

331. On or about January 28, 2003, Respondent Han inquired further about the test case concept with Judge Selna. Judge Selna told Respondent Han that it was premature to proffer a list of suggested test cases before the parties engaged in a meet and confer. Also on that date, Judge Selna struck portions of the complaint in the Jeeps R Us Case, including allegations of false advertising against Jeeps R Us, and prayers for restitution and disgorgement. The Court granted CEW 20 days leave to amend, to allege particular facts constituting false advertising and the particular non-parties whom CEW alleged restitution was owed.

332. On or about Friday, February 7, 2003, Bills received a letter from Respondent Han, on behalf of the Trevor Law Group, stating that CEW had selected five defendants, including Jeeps R Us, to take to trial within 120 days. Respondent Han's letter stated that Judge Selna had suggested this approach and that if Bills did not respond by Monday, February 10, 2003, the Trevor Law Group would infer Bills acceptance of the proposal.

333. On or about February 7, 2003, Bills faxed the Trevor Law Group a letter stating that Judge Selna had told the Respondents that it was premature to proffer a list of suggested test cases. Bills further stated in his letter that, at the next status conference, he would request an evidentiary hearing to determine whether CEW is qualified to sue on behalf of the general public.

334. On or about February 18, 2003, the Trevor Law Group appeared before Judge Selna and obtained an indeterminate stay on all the proceedings before him, including the Jeeps R Us Case. At or about that time, Respondents represented that they had filed a Petition for Coordination of the CEW UCL cases. At or about that time, Respondents knew such representation was false. Respondents did not file said Petition for Coordination until on or about February 25, 2003.

335. Respondents filed said Petition for Coordination in order to obtain a stay on court proceedings, relating to its UCL litigation, while continuing to attempt settlement of cases and, thereby, obtaining settlement funds.

336. The Trevor Law Group never noticed Bills of the hearing on February 18, 2003.

Despite the indeterminate stay, on or about February 19, 2003, the Trevor Law Group served Bills with an amended complaint in the Jeeps R Us Case.

337. On or about May 14, 2003, the Orange County Superior Court denied the Trevor Law Group's Petition for Coordination.

338. By knowingly refusing to provide Bills with copies of pleadings and notices, by intentionally violating the Court's May 10, 2002 order staying discovery and propounding discovery on Jeeps R Us, by failing to notify Bills of the Court's May 10, 2002 order and a number of ex parte hearings, by knowingly dismissing Jeeps R Us from the 7 Days Tire Case in order to avoid an adverse ruling, by intentionally failing to notify Bills and other counsel of the dismissal for the purpose of preventing other parties from being able to raise the misjoinder issue, by knowingly making false statements and misleading Bills about the January 7, 2003 hearing in the 7 Days Tire Case, by obtaining a stay on discovery in the Jeeps R Us Case without Bills knowledge, by concealing from the court Respondent Hendrickson's telephone conversation with Bills on January 6, 2003, and by falsely stating to Bills that CEW was entitled to restitution in the Jeeps R Us Case, Respondents wilfully committed acts involving moral turpitude, dishonesty or corruption.

COUNT TWENTY-FIVE

Case Nos. 02-O-13107, 02-O-13108, 02-O-13416
Business and Professions Code, section 6068(c)
[Commencing and Maintaining Unjust Action Against BFS]

339. Respondent wilfully violated Business and Professions Code, section 6068(c), by failing to counsel or maintain such action, proceedings, or defenses only as appear to him legal or just, as follows:

340. The allegations in paragraphs 237 through 289, 294 through 313 and 317 through 340 are incorporated by reference.

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341. By knowingly filing a defective lawsuit against BFS in the Los Angeles BFS case based solely upon allegations contained on the Bureau website and after intentionally dismissing substantially similar allegations against BFS in the 7 Days Tire Case, Respondents wilfully failed to counsel or maintain such action, proceedings, or defenses only as appear to them legal or just.

COUNT TWENTY-SIX

Case Nos. 02-O-13107, 02-O-13108, 02-O-13416.
Business and Professions Code, section 6068(c)
[Maintaining an Unjust Action Against Jeeps R Us]

342. Respondents wilfully violated Business and Professions Code, section 6068(c), by failing to counsel or maintain such action, proceedings, or defenses only as appear to them legal or just, as follows:

343. The allegations in paragraphs 58 through 70 and 317 through 340, are incorporated by reference.

344. By knowingly filing a defective lawsuit against Jeeps R Us in the Jeeps R Us Case based solely upon allegations contained on the Bureau website and by filing the subsequent lawsuit against Jeeps R Us in the Jeeps R Us case after intentionally dismissing substantially similar allegations against Jeeps R Us in the 7 Day Tire Case, Respondents wilfully failed to counsel or maintain such action, proceedings, or defenses only as appear to them legal or just. in violation of Business and Professions Code section 6068(c).

COUNT TWENTY-SEVEN

Case Nos. 02-O-13107, 02-O-13108, 02-O-13416
Business and Professions Code, section 6106
[Acts of Moral Turpitude - Misconduct During OSC Hearing before Judge Carl West]

345. Respondents wilfully violated Business and Professions Code, section 6106, by committing multiple acts involving moral turpitude, dishonesty or corruption, as follows:

346. The allegations in paragraphs 58 through 70, 74 through 78, 89 through 109 and 237 through 289 are incorporated by reference.

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347. In or about November 2002, Hummer, on behalf of Hornburg Jaguar, Inc., spoke to Respondents Han and Trevor about the fact that the Trevor Law Group had sued the wrong entity. Despite providing the Respondents with documentation proving that the allegations referred to a previous owner, Respondents refused to dismiss the allegations against Hornburg Jaguar, Inc.

348. Shortly thereafter, in or about November 2002, Hummer discussed filing a demurrer to the complaint against Hornburg Jaguar, Inc. with both Respondents Han and Trevor. In response, Respondents Han and Trevor told Hummer that the Trevor Law Group had prevailed on the issue of misjoinder in the 7 Days Tire Case.

349. At that time Respondents Han and Trevor made the aforementioned statements to Hummer, they knew the statements were false as the court in the 7 Days Tire Case had already sustained demurrers on the misjoinder issue and, thereafter, Respondents intentionally dismissed demurring defendants to avoid the misjoinder issue.

350. On or about December 16, 2002, the Los Angeles County Superior Court deemed following eight CEW auto repair shop cases related: Case Nos. BC 281693, BC 281694, BC 281695, BC 281696, BC 281705, BC 281768, BC 281865 and BC 282336. On or about January 27, 2002, the Los Angeles County Superior Court deemed the Los Angeles BFS Case related even though there were no named defendants in that case.

351. Thereafter, all cases were assigned to the Honorable Carl West, Judge of the Los Angeles Superior Court and all further proceedings, including discovery and motions were stayed until further order of the court.

352. On or about January 27, 2003 Judge West conducted the initial status conference on the nine related CEW auto repair shop cases. At that time, Judge West set the matter for an Order to Show Cause hearing March 28, 2003, as to why the nine Los Angeles Auto Repair Shop cases, which collectively named approximately 2,000 auto repair shop defendants, should not be dismissed.

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353. On or about February 14, 2003, the Trevor Law Group served Notices of Submission for Petition of Coordination ("Petition for Coordination") on defense counsel.

354. On or about February 14, 2003, Sybesma, who represented defendants in the related CEW auto shop cases, faxed and mailed a letter to the Respondents requesting a copy of the Petition for Coordination and supporting documents. Over the next several days, Sybesma continued to request these documents from the Trevor Law Group.

355. On or about February 19, 2003, the Trevor Law Group sent Sybesma its moving papers for the Petition for Coordination but failed to provide the supporting documents or attachments. The Trevor Law Group did not provide the attachments to Sybesma until February 27, 2003.

356. On or about May 14, 2003, the Trevor Law Group's Petition for Coordination was denied.

357. On or about March 28, 2003, Judge West conducted the Order to Show Cause hearing with respect to the nine CEW auto repair shop cases. During the hearing, Respondent Han argued on behalf of the Trevor Law Group that Respondents had evidence to support a

conspiracy allegation, involving the Bureau, which would permit the joinder of all defendants. At that time, Respondents knew that they did not have evidence to support a conspiracy allegation or to otherwise justify the continued misjoinder of defendants.

358. At or about that time, Respondents concealed from Judge West that they had already conceded the issue of joinder before Judge Selna on or about December 10, 2002, regarding CEW auto repair cases in Orange County.

359. At or about that time, Respondents re-served BFS as a "Doe" defendant in the Los Angeles BFS Case, despite knowing that they had dismissed BFS as a named defendant in that very case. Respondents violated Code of Civil Procedure, section 474 by naming and serving BFS as a "Doe" defendant since BFS was known to Respondents.

360. Thereafter, on or about March 28, 2003, Judge West dismissed the related CEW auto repair shop cases in Los Angeles County and found that CEW was not a competent plaintiff and the UCL litigation served no proper public purpose.

361. By knowingly making false representations to Judge West on or about March 28, 2003 that they had evidence to establish a conspiracy allegation, Respondents wilfully committed acts involving moral turpitude, dishonesty or corruption.

COUNT TWENTY-EIGHT

Case Nos. 02-O-13107, 02-O-13108, 02-O-13416
Business and Professions Code, section 6106
[Moral Turpitude-Misrepresentations to Elizabeth Hummer]

362. Respondents wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

363. The allegations in paragraphs 58 through 70, 74 through 78, 89 through 109 and 237 through 289 and 350 through 363 are incorporated by reference.

364. By knowingly making false statements to Hummer regarding the issue of joinder in the 7 Days Tire Case and regarding the success of the Trevor Law Group with respect to

demurrers on the misjoinder issue in the 7 Days Tire case, Respondents wilfully committed acts involving moral turpitude, dishonesty or corruption.

COUNT TWENTY-NINE

Case Nos. 02-O-13107, 02-O-13108, 02-O-13416
Business and Professions Code, section 6068(a)
[Failure to Comply With Laws- Misuse of Joinder and "Doe" Defendants]

365. Respondents wilfully violated Business and Professions Code, section 6068(a), by failing to support the Constitution and laws of the United States and of this state by violating CCP section 379, as follows:

366. The allegations in paragraphs 237 through 289, 294 through 313, 317 through 340 and 350 through 363 are incorporated by reference.

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367. By repeatedly joining named multiple unrelated defendants in both the restaurant and auto repair shop cases in Los Angeles and Orange County, and then by joining in excess of 1,000 named restaurant defendants in the Blue Banana Case, in violation of Code of Civil Procedure, section 379 on or about December 12, 2002 after having acknowledged to Judge Selna in Orange County that joinder of multiple auto repair shop defendants was improper on or about December 10, 2002, Respondents wilfully failed to support the Constitution and laws of the United States and of this state.

368. By simultaneously filing approximately 98 Doe Amendments adding "Doe" defendants to the 7 Days Tire case on the same day the original complaint was filed in that case,

and by attempting to re-serve BFS as a "Doe" defendant in the BFS Los Angeles case on or about March 28, 2003 with the knowledge of BFS's identity, Respondents violated Code of Civil Procedure, section 474 and thereby wilfully failed to support the Constitution and laws of the United States and of this state.

COUNT THIRTY

Case Nos. 02-O-13107, 02-O-13108, 02-O-13416
Business and Professions Code, section 6103
[Failure to Obey a Court Order]

369. Respondents wilfully violated Business and Professions Code, section 6103, by wilfully disobeying or violating an order of the court requiring them to do or forbear an act connected with or in the course of Respondent's profession which they ought in good faith to do or forbear, as follows:

370. The allegations of paragraphs 237 through 289, 294 through 313, 317 through 340 and 350 through 363 are incorporated by reference.

371. By failing to provide Sybesma with a list of served defendants in the 7 Days Tire Case, pursuant to the court's May 8th and May 10th orders, by propounding discovery on defendants in violation of the court's May 10th and May 20th orders, Respondents wilfully disobeyed or violated an order of the court requiring them to do or forbear an act connected with or in the course of Respondent's profession which they ought in good faith to do or forbear.

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372. By failing to comply with the Court's October 21, 2002 order in the Los Angeles BFS case, by failing to provide supplemental responses to discovery from CEW and by failing to pay $1,400.00 in sanctions to Sybesma by no later than November 4, 2002, Respondents wilfully disobeyed or violated an order of the court requiring them to do or forbear an act connected with or in the course of Respondents' profession which they ought in good faith to do or forbear.

COUNT THIRTY-ONE

Case Nos. 02-O-13107, 02-O-13108, 02-O-13416
Rules of Professional Conduct, Rule 2-100(A)
[Communications With Parties Represented by Counsel]

373. Respondents wilfully violated Rules of Professional Conduct, rule 2-100, by communicating with a represented party, as follows:

374. The allegations in paragraphs 58 through 70, 74 through 78, 89 through 109, 238 through 289, 294 through 313, and 317 through 340 and are incorporated by reference.

375. From in or about April 2002 through in or about December 2002, Respondents knowingly and repeatedly communicated with parties represented by counsel on numerous occasions, including, but not limited to the following occasions:

E. On or about April or May 2002, Glen Mozingo ("Mozingo") telephoned the Trevor Law Group and informed the office that he was representing defendant Hurley and Mission Viejo Transmission in the 7 Days Tire Case and requested that all future contact be through his office. Thereafter, representatives from the Trevor Law Group office telephoned Hurley and demanded settlement of the lawsuit. The representatives told Hurley that he was in big trouble if he did not settle and that the Trevor Law Group could make it very embarrassing for Hurley to fight the lawsuit.

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B. In or about April 2002, John Darcy Bolton ("Bolton"), representing Custom Motors in the 7 Days Tire Case, sent the Trevor Law Group disputing the allegations against Custom Motors and requesting specific facts regarding the allegations against Custom

Motors. In response, Respondent Trevor, on behalf of the Trevor Law Group, sent Bolton a response letter which failed to provide specific facts to support the allegation. Thereafter, Respondents Trevor and Hendrickson, on behalf of the Trevor Law Group, telephoned Custom Motors employee Barry Bloch ("Bloch") directly demanding settlement of the lawsuit.

C. On or about September 18, 2002, the Trevor Law Group filed Case No. BC281696 ("Guzman Carburetor Case"). On November 22, 2002, attorney Jonathan Gabriel ("Gabriel") sent the Trevor Law Group a letter advising them that he represented six UCL defendants, including Gadwa Presents Captian V's Auto ("Gadwa") who was a named defendant in the Guzman Carburetor Case. On or about December 2, 2002, the Trevor Law Group sent documents directly to Gadwa.

D. On or about September 19, 2002, the Trevor Law Group filed Case No. BC281768 ("AC Auto Service Case"). On or about November 14, 2002, Gabriel filed a demurrer on behalf of defendant Autoaid & Rescue Mobil Repair & Tow ("Autoaid') and served the Trevor Law Group. On or about November 22, 2002, the Trevor Law Group sent a pleading and discovery responses directly to Autoaid. On or about November 27, 2002, the Trevor Law Group mailed a pleading directly to Autoaid. On or about December 2, 2002, the Trevor Law Group served Autoaid directly with an Amended Notice of Case Management Conference. On or about December 5, 2002, the Trevor Law Group served Autoaid directly with two Notices of Ruling and Notice of Related Cases.

E. On or about September 27, 2002, the Trevor Law Group filed Case No. BC282336 ("E Auto Glass Case"). On or about November 7, 2002, Gabriel filed a demurrer on behalf of Foreign Domestic Auto Body Repair ("Foreign Domestic"), a defendant in the E Auto Glass Case and served the Trevor Law Group. On November 27, 2002, the Trevor Law Group mailed a pleading directly to Foreign Domestic. On December 2, 2002, the Trevor Law Group mailed another pleading directly to Foreign Domestic.

F. In or about October 2002, Trevor Law Group law clerk Salimipour telephoned Beverly Fard ("Fard"), owner of Fountain Valley Auto & Truck Repair ("Fountain Valley"), a defendant in the 7 Days Tire Case. At that time, Fard informed Salimipour that Jacobs represented Fountain Valley in the matter. Fard asked Salimipour for her last name, but Salimipour refused to provide her full name. Approximately ten minutes later, Trevor Law Group law clerk Josh Thomas ("Thomas") telephoned Fard regarding the 7 Days Tire Case. Fard hung up on Thomas. Thereafter, on or about October 25, 2002, Salimipour again telephoned Fard stating that the Trevor Law Group would obtain a default judgment and lien against Fountain Valley and then send a sheriff out to shut down the business.

G. On or about November 1, 2002, Jacobs appeared as counsel for Leo & Son Garage in a case entitled *CEW v. Didea Tony Auto Repair*, Los Angeles Superior Court Case No. BC281694 ("Didea Tony Case"), by filing a demurrer to the complaint and serving the Trevor Law Group with the demurrer. Thereafter, the Trevor Law Group served a Notice of Taking Deposition directly on Leo & Son Garage.

H. On or about November 5, 2002, Sybesma appeared in Orange County Superior Court on behalf of defendant N&J Radiator & Air Conditioning dba A1 Radiator Service ("A1 Radiator Service"), in a case entitled *CEW v. Amigo Auto Repair*, Orange County Superior Court case no. 02CC00278 ("Amigo Auto Case"). Thereafter on or about November 20, 2002, Rozsman knowingly telephoned A1 Radiator Service and represented himself as an attorney for the Trevor Law Group. At all times, the Trevor Law Group authorized Rozsman to contact A1 Radiator Service.

I. In or about November 2002, Respondent Han, on behalf of the Trevor Law Group, telephoned Michael Batarseh ("Batarseh"), owner of Arco Smog Pros, a defendant in the Amigo Auto Case. At that time, Batarseh told Respondent Han that he was represented by Jacobs. Respondent Han continued to talk to Batarseh and stated that Batarseh would waste

time and money on attorney fees if he refused to settle the lawsuit. Respondent Han also stated that if Batarseh fought the lawsuit, he would have to produce his financial records.

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J. On or about December 30, 2002, Respondent Hendrickson, on behalf of the Trevor Law Group, telephoned Judy Tu ("Tu"), owner of Z Sushi and defendant in the Blue Banana Case. Tu told Respondent Hendrickson that she was represented by counsel. Respondent Hendrickson continued to ask Tu questions in connection with the Blue Banana Case.

376. By knowingly contacting defendants represented by counsel, including by not limited to, Jeeps R Us, Custom Motors, Z Sushi, A1 Radiator Service, Foreign Domestic, Leo & Son Garage, Gadwa, Fountain Valley, Mission Viejo Transmissions and Arco Auto Smog Pros, Respondents wilfully and repeatedly communicated with represented parties.

COUNT THIRTY-TWO

Case Nos. 02-O-13107, 02-O-13108, 02-O-13416
Rules of Professional Conduct, rule 5-100(A)
[Threatening Charges to Gain Advantage in Civil Suit]

377. Respondents wilfully violated Rules of Professional Conduct, rule 5-100(A), by threatening to present criminal, administrative, or disciplinary charges to obtain an advantage in a civil dispute, as follows:

378. The allegations in paragraphs 58 through 70, 74 through 78, 89 through 109 and 378 B are incorporated by reference.

379. In or about April or May 2002, after Respondents knew that Custom Motors was represented by counsel, Respondent Trevor, on behalf of the Trevor Law Group, telephoned Bloch directly.

380. At that time, Respondent Trevor falsely told Bloch that Custom Motors was without counsel and in contempt of court. Respondent Trevor demanded Bloch produce four years of business records for Custom Motors and further told Bloch that the Trevor Law Group

could refer any violations they found to the Grand Jury for prosecution. Thereafter, Bloch hung up on Respondent Trevor.

381. By engaging in coercive settlement tactics by demanding to review business records and threatening to refer violations to the Grand Jury, Respondents wilfully threatened to present criminal charges to obtain an advantage in a civil dispute.

COUNT THIRTY-THREE

Case Nos. 02-O-13107, 02-O-13108, 02-O-13416
Business and Professions Code, section 6103
[Failure to Obey Court Orders]

382. Respondents wilfully violated Business and Professions Code, section 6103, by wilfully disobeying or violating an order of the court requiring them to do or forbear an act connected with or in the course of Respondents' profession which they ought in good faith to do or forbear, as follows:

383. The allegations of paragraphs 58 through 70, 74 through 78, 89 through 109 and 237 through 289 are incorporated by reference.

384. On or about March 21, 2002, the San Francisco County Superior Court issued an order for Judicial Council Coordination Proceeding ("JCCP") 4149, entitled *In Re: Automobile Advertising Cases*. Said order provided that any "new complaints involving the same legal theories against automobile dealerships to which any party or counsel in JCCP 4149 is either a party or counsel shall be the subject of an add-on petition filed, within ten days (10) of such party's or counsel's knowledge of such new case, directly in Department 608 by such party or counsel."

385. In or about June 2002, Eric Somers ("Somers"), plaintiffs' liaison counsel in JCCP 4149, learned of three UCL automobile advertising lawsuits filed by the Trevor Law Group on behalf of CEW: *CEW v. Rice Honda Superstore, et al.* ("Rice Honda Case"), Case No. BC274878; *CEW v. Gateway Auto Center, et al.* ("Gateway Auto Case"), Case No. BC276390;

and *CEW v. McMahons RV, et al.* ("McMahons Case"), Case No. BC274879 ("CEW Advertising Cases").

386. At that time, Somers represented plaintiff Paul Dowhal ("Dowhal"). Somers learned that Respondent Han had been contacting defendants in JCCP 4149 and attempting to settle claims, on behalf of CEW, which had already been raised by Dowhal. The CEW Advertising Cases named hundreds of automobile dealers as "DOE" defendants. Many of those defendants were already subject to Judgments and Injunctions entered by the Coordination Trial Judge in JCCP 4149.

387. On or about June 25, 2002, Somers contacted Respondent Trevor and advised him that the CEW Advertising Cases named many dealerships that were already subject to Judgments and Injunctions or ongoing litigation in JCCP 4149. Somers requested that CEW dismiss these overlapping defendants from the CEW Advertising Cases. Respondent Trevor refused to dismiss these cases.

388. On or about June 28, 2002, Somers sent the Trevor Law Group a letter advising them of the claims raised by Dowhal in JCCP 4149 and providing a list of all defendant dealerships that were part of JCCP 4149. Somers' letter admonished the Trevor Law Group that the conduct of settlement negotiations on behalf of the general public without Dowhal would be a violation of California Rule of Professional Conduct 2-100. Furthermore, the letter advised the Trevor Law Group and CEW that they would be in violation of California Rule of Court 804 if they tried to enter any judgments against defendants who were party to JCCP 4149, unless they filed the required Notice of Related Cases. The Trevor Law Group failed to respond to the June 28, 2002, letter and failed to file a Notice of Related Cases.

389. In or about August 2002, Somers learned that the Trevor Law Group had failed to file an opposition to a demurrer filed by an overlapping defendant in one of the CEW Advertising Cases. Concerned about the potential effect of this unopposed demurrer on the proceedings in

JCCP 4149, Somers and plaintiffs' attorney Westrup Klick & Associates jointly filed motions to intervene in each of the CEW Advertising Cases.

390. On September 25, 2002, Judge Highberger of Dept. 32 of the Los Angeles Superior Court, deemed the CEW Advertising Cases related and stayed them pending Judge Mason's determination of a Petition to add on the CEW Advertising Cases.

391. At the hearing granting the motions to intervene, the court ordered the Trevor Law Group to add on the CEW Advertising Cases on to JCCP 4149. Thereafter, the Trevor Law Group failed to properly add on the CEW Advertising Cases. Consequently, on or about October 23, 2002, Judge Highberger instructed Westrup Klick & Associates to take the appropriate steps to add the CEW Advertising Cases on to JCCP 4149. Westrup Klick & Associates subsequently added on the CEW Adversting Cases to JCCP 4149.

392. Despite the court orders in JCCP 4149, on or about November 14, 2002, the Trevor Law Group filed Los Angeles County Superior Court case no. SS011402, entitled *CEW v. Santa Monica Acura* et. *al.* ("Santa Monica Acura Case"), which involved the same legal theories as those in JCCP 4149. Thereafter, the Trevor Law Group knowingly failed to file an add-on petition regarding the Santa Monica Acura Case or otherwise notify the court or parties in JCCP 4149.

393. In or about March 2003, Somers learned of the Santa Monica Acura Case and that the Trevor Law Group was attempting to settle with defendants in said case, in direct violation of court orders in JCCP 4149.

394. In response, on March 11, 2003, Somers sent a letter to Respondent Han reminding him of the Trevor Law Group's obligation to add-on the Santa Monica Acura Case to JCCP 4149. To date, the Trevor Law Group intentionally has failed to add-on the Santa Monica Acura Case.

395. By knowingly violating court orders in JCCP 4149, pursuing UCL litigation and attempting to settle cases on behalf of CEW, and failing to add-on the Santa Monica Acura Case,

Respondents wilfully disobeyed or violated orders of the court requiring them to do or forbear an act connected with or in the course of their profession which they ought in good faith to do or forbear.

COUNT THIRTY-FOUR

Case Nos. 02-O-13107, 02-O-13108, 02-O-13416
Business and Professions Code, section 6106
[Acts of Moral Turpitude-Gateway Auto Case]

396. Respondents wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

397. The allegations of paragraphs 58 through 70, 74 through 78, 89 through 109 and 387 through 397 are incorporated by reference.

398. On or about August 26, 2002, attorney Sheldon Cohen ("Cohen") wrote to Respondent Han regarding the Gateway Auto Case. Cohen's letter advised the Trevor Law Group that seven of his clients had been previously sued and had settled the alleged violations.

399. In or about September 2002, about the time Judge Hilghberger deemed the CEW Auto Advertising Cases related to JCCP 4149, Respondents created and distributed a settlement demand letter to all defendants in the Gateway Auto Case. Said letter was printed on red paper and stated that defendants could settle the UCL litigation – without agreeing to an injunction -- by paying $2,500 and agreeing to a confidential settlement agreement.

400. At or about this time, Respondents knew that they could not enter any judgments or injunctions against defendant in the CEW Auto Advertising Cases without violating California Rule of Court 804 and giving proper notice of related case JCCP 4149. At or about this time, Respondents knew that any settlement entered into in the CEW Auto Advertising Cases would be scrutinized by the court in JCCP 4149.

401. Respondents intentionally sought to conceal settlements in the CEW Auto Advertising Cases from the court and parties in JCCP 4149.

402. From in or about October 2002 through in or about February 2003, Cohen sent subsequent letters to the Trevor Law Group requesting dismissal of the lawsuits against Cohen's clients who had already settled the allegations in previous lawsuits.

403. On or about February 24, 2003, the Trevor Law Group telephoned Cohen. Respondent Damian Trevor spoke to Cohen and discussed settlement of the lawsuit against Cohen's client, Bunnin Buick-GMC. Cohen informed Respondent Trevor that Bunnin Buick-GMC had no intention of settling the lawsuit. Respondent Trevor stated that the Trevor Law Group would dismiss the action against Bunnin Buick-GMC if Cohen agreed to convince some of his other clients to settle their lawsuits. Cohen rejected the offer and advised Respondent Trevor that his offer was "highly inappropriate." Respondent Trevor subsequently signed a dismissal of Bunnin Buick-GMC.

404. In or about March 2003, the Trevor Law Group served three of Cohen's clients with lawsuits in the Santa Monica Acura Case. On or about March 5, 2003, Trevor Law Group employee Berley Farber ("Farber") contacted Cohen's client, Mike Camarra ("Camarra") at Corona Wholesale Auto. Farber requested $5,000 as settlement and stated that most of the Trevor Law Group's advertising cases settled for $15,000.

405. That same day, Respondent Trevor faxed settlement documents to Camarra, knowing that they contained false and/or misleading statements promising a bar on further prosecution under the principles of res judicata and collateral estoppel.

406. In response, Cohen telephoned Farber at the Trevor Law Group. Cohen told Farber that his statements to Camarra about settling cases for $15,000 was false and that Cohen was not aware of any case settling for more than $2,500. Subsequently, Respondent Han came on the line to speak to Cohen. Cohen advised Respondent Han that any attempts to settle an automobile advertising case pursuant to judgment to be entered in court was a violation of the

March 21, 2002, order in JCCP 4149. Cohen refused to settle the lawsuit with the Trevor Law Group.

407. By knowingly violating court orders in JCCP 4149, pursuing UCL litigation and attempting settlement on behalf of CEW and attempting to conceal settlement attempts from the parties in JCCP 4149, Respondents wilfully committed multiple acts involving moral turpitude, dishonesty or corruption.

COUNT THIRTY-FIVE

Case Nos. 02-O-13107, 02-O-13108, 02-O-13416
Business and Professions Code, section 6106
[Acts of Moral Turpitude-Santa Monica Acura Case]

408. Respondents wilfully violated Business and Professions Code, section 6106, by committing acts involving moral turpitude, dishonesty or corruption, as follows:

409. The allegations of paragraphs 58 through 70, 74 through 78, 89 through 109 and 387 through 397 and 401 through 409 are incorporated by reference.

238. At all relevant times, the Trevor Law Group knew CEW was a shell corporation and pursued the UCL litigation from the corrupt motive of generating attorney fees.

239. In or about mid-March 2003, after the California Attorney General Office filed a UCL lawsuits against the Trevor Law Group and at or about the time the State Bar of California ("State Bar") filed an Application for the Involuntary Inactive Enrollment of Respondents, pursuant to Business and Professions Code section 6007(c), Respondents began serving defendants in the Santa Monica Acura Case and attempting settlement with them.

240. At all times, Respondents knew that they were required to add-on the Santa Monica Acura Case to JCCP 4149 cases. Respondents intentionally failed to add-on the Santa Monica Acura Case in order to obtain confidential settlement funds from defendants. At all times, Respondents attempted to conceal, from the parties and court in JCCP 4149, their attempts

to settle with defendants in the Santa Monica Acura Case. Respondents engaged in this conduct with respect to multiple UCL defendants, including but not limited to the following defendants:

A. In or about mid-March 2003, the Trevor Law Group served Tim Tauber ("Tauber"), General Manager of Audi of Newport Beach ("Audi"), with a complaint in the Santa Monica Acura Case, naming Audi as a defendant. Thereafter, representatives from the Trevor Law Group telephoned Tauber at least two or three times trying to obtain a settlement of the lawsuit.

B. In or about mid-March, 2003, the Trevor Law Group served Albert Aghachi ("Aghachi"), General Manager of 4Wheel Specialist, with a complaint in the Santa Monica Acura Case naming 4 Wheel Specialist as a defendant. Upon receiving the complaint, Aghachi telephoned the Trevor Law Group and spoke with Respondent Han. Respondent Han, on behalf of the Trevor Law Group, told Aghachi that one of 4 Wheel Specialist's advertisements did not contain a vehicle identification number. Aghachi informed Respondent Han that he had used an advertisement agency and was unaware of the problem.
Thereafter, Respondents Han and Trevor each separately telephoned Aghachi, attempting to settle the lawsuit. Respondents demanded $5,000 from Aghachi, which rejected.

C. In or about mid-March, 2003, the Trevor Law Group contacted David Lutton ("Lutton"), the general manager of Advantage Auto Corporation to try to discuss settlement of a lawsuit the Trevor Law Group had filed on behalf of CEW. At the time, Advantage Auto had not even been served with the lawsuit and Lutton was unaware of any lawsuit.

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238. By knowingly pursuing the Santa Monica Acura Case without adding the case to JCCP 4149, and by attempting settlement with Santa Monica Acura Case defendants and attempting to conceal said settlement attempts from the parties and court in JCCP 4149,

Respondents wilfully committed multiple acts involving moral turpitude, dishonesty or corruption.

COUNT THIRTY-SIX

Case No. 02-O-13416
Rules of Professional Conduct, Rule 1-200(A)
[Failure to Disclose Material Facts Regarding Admission Application]

417. Respondent wilfully violated Rules of Professional Conduct, rule 1-200(A), by knowingly failing to disclose a material fact in connection with an application for admission to the State Bar, as follows:

418. The allegations of paragraphs 6 through 36 and 45 through 54 are incorporated by reference.

419. By failing to update his Application with the Committee and by failing to file a statement under penalty of perjury updating his employment history in or about October 2001, Respondent Han wilfully failed to disclose a material fact in connection with an application for admission to the State Bar

ALTERNATIVE REMEDY

Because Respondent Han's admission to the State Bar was recommended by the Committee of Bar Examiners as a result of misrepresentations in and omissions from Respondent Han's Application, as alleged in Counts 3 and 36 of this Notice of Disciplinary Charges, the State Bar of California seeks an order from the State Bar Court recommending that the California Supreme Court cancel Respondent Han's law license and remove his name from the roll of attorneys.

NOTICE - INACTIVE ENROLLMENT!

YOU ARE HEREBY FURTHER NOTIFIED THAT IF THE STATE BAR COURT FINDS, PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 6007(c), THAT YOUR CONDUCT POSES A SUBSTANTIAL THREAT OF HARM TO THE INTERESTS OF YOUR CLIENTS OR TO THE PUBLIC, THAT YOU MAY BE INVOLUNTARILY

ENROLLED AS AN INACTIVE MEMBER OF THE STATE BAR. YOUR INACTIVE ENROLLMENT WOULD BE IN ADDITION TO ANY DISCIPLINE RECOMMENDED BY THE COURT. SEE RULE 101(c), RULES OF PROCEDURE OF THE STATE BAR OF CALIFORNIA.

NOTICE - COST ASSESSMENT!

IN THE EVENT THESE PROCEDURES RESULT IN PUBLIC DISCIPLINE, YOU MAY BE SUBJECT TO THE PAYMENT OF COSTS INCURRED BY THE STATE BAR IN THE INVESTIGATION, HEARING AND REVIEW OF THIS MATTER PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 6086.10. SEE RULE 280, RULES OF PROCEDURE OF THE STATE BAR OF CALIFORNIA.

Respectfully submitted,

THE STATE BAR OF CALIFORNIA
OFFICE OF THE CHIEF TRIAL COUNSEL

Dated: _____ By:_____
Kimberly Anderson
Deputy Trial Counsel

Dated: _____ By:_____
Jayne Kim
Deputy Trial Counsel